Pender County

Agenda

Board of County Commissioners Meeting
Monday, December 4, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	ADOPTION OF MINUTES		
6.	ORGANIZATIONAL MEETING IN ACCORDANCE WITH RULE 4 OF THE RULES OF PROCEDURE		
	6.1. Appointment of the County Attorney to Serve as Moderator		
	6.2. Nomination and Selection of the Board of Commissioners Chair		
	6.3. Nomination and Selection of the Board of Commissioners Vice Chair		
	6.4. Appointment of the Clerk to the Board of Commissioners		
	6.5. Appointment of County Attorney		
7.	PUBLIC HEARING		
8.	PUBLIC INFORMATION		
	8.1. Department of Labor Annual Safety Awards Safety Awards - Pdf	Dobson	5
	8.2. NC Cooperative Extension - Pender County Expanded Foods and Nutrition Education Program Update Expanded Foods and Nutrition Education Program - Pdf	Seitz	7 - 32
	8.3. Convenience Centers Update Convenience Centers Update - Pdf	Colon	33 - 46
	8.4. Update on 421 - Water System Expansion Water Expansion Update - Pdf	Colon	47
	8.5. Update on Merchant Services and Convenience Fee Analysis Update on Merchant Fees - Pdf	Blue	49
9.	PUBLIC COMMENT FOR AGENDA ITEMS		
10.	CONSENT AGENDA		
	10.1. Approval of a Purchase Order for Performance Auto to purchase a 2023 Ford F-150 Crew Cab truck in the amount of $41,505.93. Approval of Purchase Order for Performance Auto, 2023 Ford F-150 - Pdf	Cutler	51 - 59

10.2.	2024 Holiday Calendar Holiday Calendar - Pdf	Brame	61 - 62
10.3.	Award Contract for Scanning Services for Pender County DSS to Scanning America Scanning Services - Pdf	Stewart	63 - 145
10.4.	Approval of Purchase order for reel mower Approval of PO - Pdf	White	147 - 153
10.5.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: $207,202 Workforce Development Funds - Pdf	Moser	155 - 163
10.6.	Approval of a Purchase Order to McKesson Medical-Surgical Government Solutions in the amount of $40,000 McKesson Purchase Order for supplies and vaccines - Pdf	Moser	165
10.7.	A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with Respect to the Disposition by Sale of Various Specified Parcels Listed Various Auctioned Properties - Pdf	Blue	167 - 177
10.8.	Refund/Release Requests for items meeting NC G.S 105-381 Refund/Release Requests - Pdf	Radke	179 - 180
10.9.	Motor Vehicle Releases and Refunds Motor Vehicle Releases and Refunds - Pdf	Radke	181 - 183
10.10.	November 6, 2023 BOCC Meeting Minutes November 6, 2023, BOCC Meeting Minutes - Pdf	Stanfield	185 - 195
10.11.	Approval to Increase Purchase Order for Bluewater Plumbing in the amount of $30,000. Increase PO - Pdf	Drummond	197 - 198
11.	APPROVALS AND RESOLUTIONS		
11.1.	Request Approval to increase Membrane Plant budget by $1,289,990 Request Approval to increase Membrane Plant budget by $1,289,990 - Pdf	Colon	199 - 221
11.2.	Resolution Adopting the NC HWY 210 Resiliency Analysis NC 210 Resiliency Analysis - Pdf	Adams	223 - 319
12.	DISCUSSION		
13.	APPOINTMENTS		
13.1.	Reappointments to the Board of Adjustment Reappointments to the BOA - Pdf	Stanfield	321 - 325
14.	MAPLE HILL WATER AND SEWER DISTRICT		
15.	ROCKY POINT WATER AND SEWER DISTRICT		
16.	SCOTTS HILL WATER AND SEWER DISTRICT		
17.	MOORES CREEK WATER AND SEWER DISTRICT		

18. CENTRAL PENDER WATER AND SEWER DISTRICT

19. PENDER COUNTY BOARD OF HEALTH

19.1.	Approval to Write-Off Bad Debt for the Health Department for Calendar Year 2021: $10,958.06 2021 Bad Debt Write-Off - Pdf	Moser	327

20. SOCIAL SERVICES BOARD

21. PUBLIC COMMENT

22. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

23. CLOSED SESSION (IF APPLICABLE).

24. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

24.1.	REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development REZONE 2023-47-R - Pdf	Adams	329 - 360
24.2.	SUP 2023-44: Expansion of a Community Boating Facility in the Long Point Estates community in the Topsail Township SUP 2023-44 - Pdf	Adams	361 - 392
24.3.	REZONE 2023-54: Request to modify and expand an existing Conditional Zoning District (GB-CD1) across approximately 6.8 acres in the Topsail Township REZONE 2023-54 - Pdf	Moran	393 - 435

25. ADJOURNMENT

Pender County
Department of Labor Annual Safety Awards

TO:	Board of County Commissioners
FROM:	Pam Brame
DATE:	December 4, 2023
SUBJECT:	Department of Labor Annual Safety Awards

SUMMARY:
Department of Labor Commissioner Josh Dobson presenting Annual Safety Awards

Pender County
Expanded Foods and Nutrition Education Program (EFNEP) Update

TO:	Board of County Commissioners
FROM:	Mark Seitz
DATE:	December 4, 2023
SUBJECT:	NC Cooperative Extension - Pender County Expanded Foods and Nutrition Education Program Update

SUMMARY:
The USDA Expanded Foods and Nutrition Education Program (EFNEP) is managed by NC State University through the NC Cooperative Extension office in Pender County. The program's focus is to provide nutrition education information to low-income youth and adults, which can help them avoid long term health related disease issues by making healthier food choices. The following impact data was collected through pre and post program surveys of participants.

Adult: 19 participants graduated.
They each completed 10 lessons and completed pre and post program data.
Impact:

- 83% improved dietary intake
- 67% now practice daily physical activity
- 83% have improved their food safety practices
- 94% practice better food resource management

Youth: 650 participants graduated.
They each completed 6 lessons and completed pre and post program data.
Impact:

- 86% improved their diet intake
- 68% now practice daily physical activity
- 67% have improved their food safety practices

ACTION REQUESTED:
Public Information - No Action Required

EFNEP in Pender County Update



Cynthia (Cindy) Rivenbark,
Adult and Youth Educator
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https://www.facebook.com/PenderCoExtension/
www.pender.ces.ncsu.edu



Cynthia (Cindy) Rivenbark,

Adult and Youth Educator

Expanded Food and Nutrition Education Program (EFNEP)

Pender County Extension Center

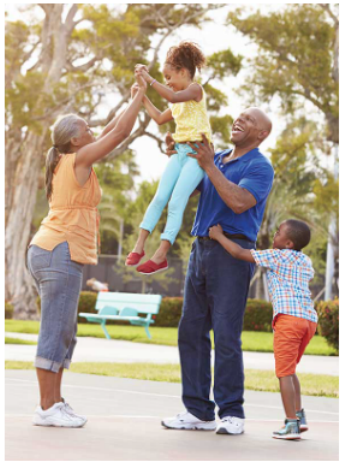
EFNEP
Expanded Food and Nutrition Education Program

North Carolina Expanded Food and Nutrition Education Program

Simple solutions to help families

improve overall health









EFNEP for Adults



Adult and Youth Programming

EFNEP for Youth



EFNEP's Youth

- Kindergarten through high school
- 650 student graduated



Partnerships

- Penderlea Elementary School
- Burgaw Middle School
- Cape Fear Middle School
- Malpass Corner Elementary School
- West Pender Middle School
- Rocky Point Elementary School
- Cape Fear Elementary School
- C.F. Pope Elementary School
- Riley's Creek Baptist Church
- Topsail Annandale Elementary School
- Excel Learning Center



Youth Impact Data

86% improved dietary intake

68% now practice daily physical activity

67% have improved their food safety practices



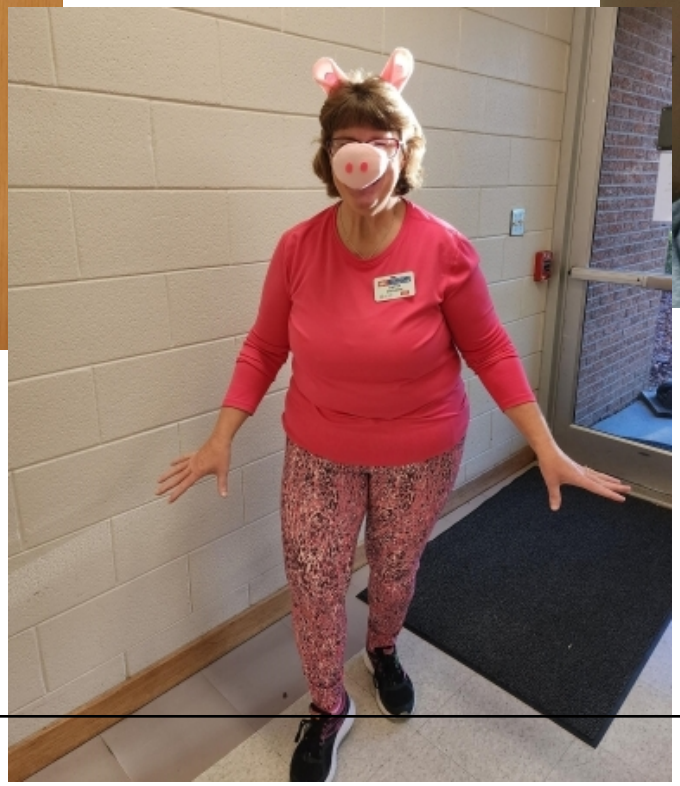





TIFFANEE BOONE
Horticulture


CYNTHIA RAVENBARK
Nutrition Educator








Choose VARIETY
for a Healthy Plate.
Fruits
Grains
Dairy
Vegetables
Protein
MyPlate.gov

“All About Blueberries Day” during Blueberry Festival Week





Cooking Around the World and Chopped Challenge with 4-H





EFNEP's Adults





Plan, Shop, Fix, and Eat



2. Shop

Make a list of all the food you will need for your meals. Shop for a week at a time and stick to your list.

1. Plan

Plan meals for your family for a week, two weeks, or longer—whatever works for you.



3. Fix

Stick to your menu plan for your meals. Make simple healthy meals for your family.



4. Eat

Eat together as a family without the TV.

EATING AT HOME = EATING HEALTHY







- 19 participants graduated
- 67 others in their families



Plan, Shop, Fix, and Eat



1. Plan

Plan meals for your family for a week, two weeks, or longer—whatever works for you.



2. Shop

Make a list of all the food you will need for your meals. Shop for a week at a time and stick to your list.



3. Fix

Stick to your menu plan for your meals. Make simple healthy meals for your family.



4. Eat

Eat together as a family without the TV.

EATING AT HOME = EATING HEALTHY



Eating Smart on the Run

How can you and your family make smart drink choices?

Choose water

- Keep water handy.
- Drink water before, during, and after physical activity.
- Encourage children to drink water.
- Order water at restaurants.



Making Smart Drink Choices

EFNEP





EFNEP classes at the Pender County Extension Center

Community support: Pender Christian Services







Additional skillbuilders for participants



Community support:
Food Bank of Central and Eastern NC-Wilmington branch





Adult Impact Data

83% improved dietary intake

67% now practice daily physical activity

83% have improved their food safety practices

94% practice better food resource management



EFNEP's impact on Pender County families

Future programming

- Fuel for Life at Pender High School- Spring semester
- new Adult series- mid-January






PENDER
Susan McCaskill Morgan
Professional Development Award
2023
Cindy Ravenbark
In Recognition of Commitment to Pursuing
Higher Education
NC COOPERATIVE EXTENSION



EFNEP in Pender County Update



Cynthia (Cindy) Rivenbark,
Adult and Youth Educator
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https://www.facebook.com/PenderCoExtension/
www.pender.ces.ncsu.edu

What is EFNEP?

How can EFNEP benefit your community?

- Teach new skills that help families overcome barriers to healthy eating and physical activity
- Through changed behavior, help families save money in potential health care costs by reducing risk factors of obesity
- Provide encouragement for positive behavior changes
- Connect families to additional community resources

The Expanded Food and Nutrition Education Program is:

- For limited resource youth and families with children
- Based on the latest research in nutrition and physical activity
- Conducted by trained nutrition educators
- Federally funded since 1969

EFNEP is successful:

- One of the best programs in increasing fruit and vegetable consumption
- Empowers participants to make life changes for better health

What services does EFNEP offer?

- A series of interactive nutrition education sessions that:
  - —Are based on a needs assessment of current diet and physical activity behaviors, food resource management skills, food safety practices, and food security
  - —Include food experiences, tastings, demonstrations, and hands-on activities to engage participants and increase skills
  - —Include opportunities to practice simple physical activities
- Connection and referral to additional assistance and educational resources within the community

EFNEP addresses overweight and obesity by helping families to:

- Prepare and eat more meals at home
- Eat more fruits and vegetables
- Increase physical activity
- Make healthy drink choices
- Limit screen time
- Control portion sizes
- Keep food safe







EFNEP Expanded Food and Nutrition Education Program | NC COOPERATIVE EXTENSION | N.C. A&T STATE UNIVERSITY | NC STATE UNIVERSITY | NC DEPARTMENT OF HEALTH AND HUMAN SERVICES | NCPH North Carolina Public Health | Eat Smart Move More NORTH CAROLINA

Partnership Examples

Health Clinics

- Partnership between EFNEP and clinics serving low-income families with children
- EFNEP offered on-site in clinics or through home visits
- EFNEP as intervention for health risk management
- Education coordinated with physician, nurse practitioner/ case manager

WIC

- Partnership between EFNEP and local WIC clinic
- On-site education
- Serves as point of service educational contact to low-risk clients
- Education targeted to assist families in maximizing use of WIC food instrument for optimum health benefit

Job Skills Training Programs

- Partnership between EFNEP and local Job Skills Training Programs
- Education offered on-site
- Certificate
- Develop skills useful to continued successful employment:
  —Punctuality
  —Teamwork
  —Resource Management
  —Specific Food Service Skills
  —Food preparation
  —Food Safety
  —Food Storage and Handling

EFNEP
Expanded Food and Nutrition Education Program

www.ncefnep.org

IMPACTS

What Participants Learn

EFNEP helps participants learn skills and strategies to feed their family nutritious meals on a limited budget and improve their overall health. The skills learned also help families learn how to change behaviors that place them at risk for overweight and the diseases associated with being overweight.

Participants learn to:

- Save money at the grocery store
- Eat more meals at home
- Prepare healthy and tasty meals for their families
- Control portion sizes
- Improve the diets of family members
- Keep food safe, reducing waste and food-borne illness
- Use leftovers
- Move more every day
- Move more and watch less
- Replace sugary beverages with healthy options

As a result of their EFNEP experience, participants:

- Become better food resource managers
- Improve decision-making skills
- Adopt healthy eating behaviors
- Increase their daily physical activity
- Become more self-reliant

EFNEP Makes a Real Difference

Participants completing the series of lessons improved nutrition, food behavior and food safety practices. As a result of participation in EFNEP:

- 91% of program graduates improved in one or more food safety practices
- 90% of program graduates practice better food resource management
- 51% of program graduates now practice increased daily physical activity
- 92% of program graduates improved dietary intake
  —50% increased fruit consumption
  —53% increased vegetable consumption
  —56% increased consumption of calcium-rich foods
  —55% decreased their consumption of solid fats and added sugars

Pender County
Public Information

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	December 4, 2023
SUBJECT:	Convenience Centers Update

SUMMARY:
Pender Solid Waste has 12 convenience centers throughout Pender County. These sites are in varying conditions with improvements needed to most. PSW has been working with Summit Engineering, Green For Life (GFL), and Real Estate Broker, Jack Kilbourne with Maus, Warwick, Matthews & Co. (MWM Real Estate) to develop cohesive site plans, site locations, and to address improvements.

All leased property owners are being approached by a real estate broker to discuss Pender County purchasing the land or changing from a one-year lease to a long-term lease. Each leased site needs to be paved, have fence work done, and most need new used-oil covered ports. Pender Solid Waste plans to keep the cost to about $675,000 a year. The estimated cost of concrete is $18 per square foot.

In the new fiscal year, Pender Solid Waste will be presenting a vendor from a Request for Proposals to lay concrete at the convenience centers we currently own. Also, hopefully, in the near future, we'll be presenting the Board with an offer to purchase the Atkinson Convenience Center.

ATTACHMENTS:
Convenience Center Update presentation.



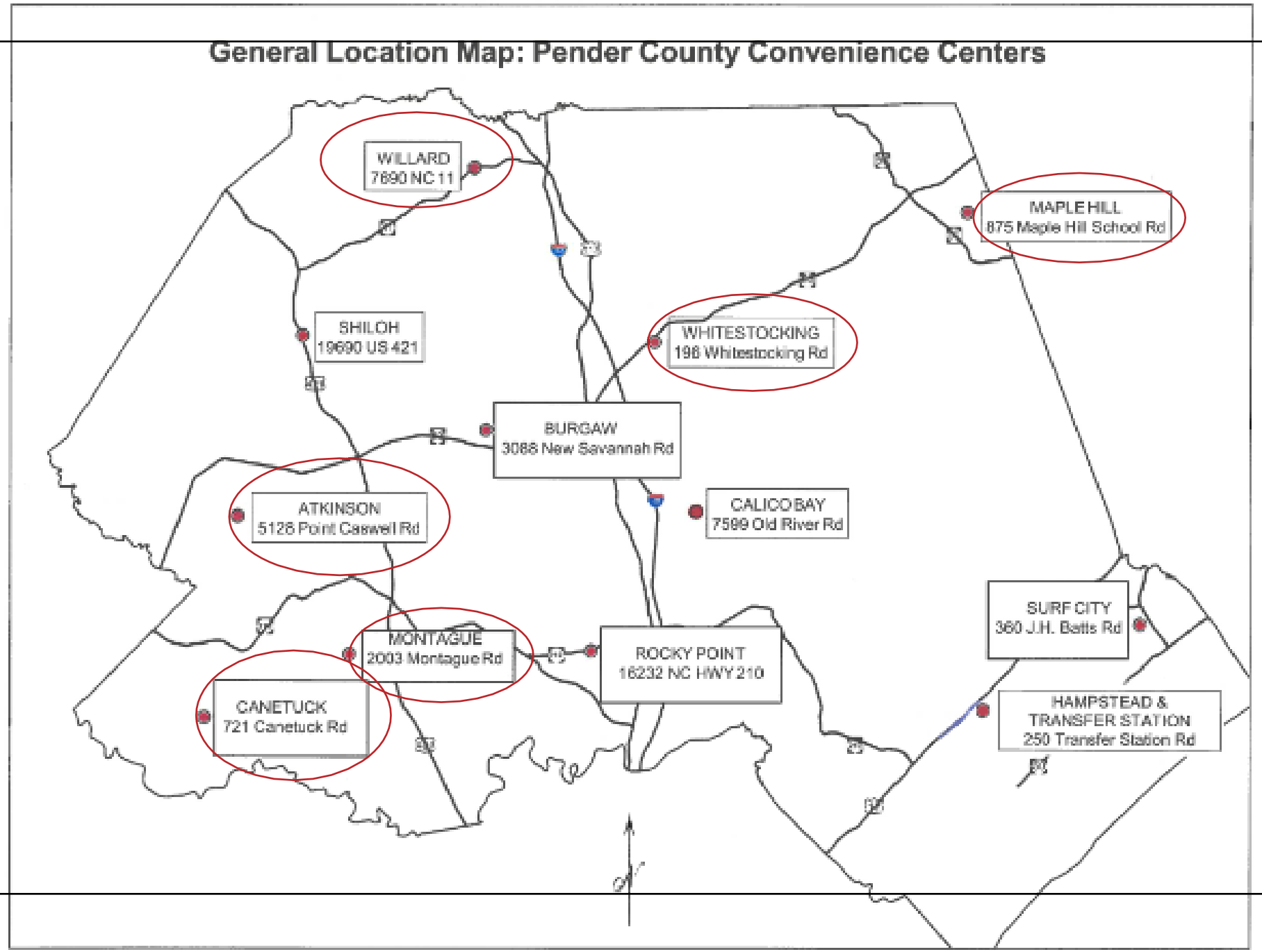
CONVENIENCE CENTERS UPDATE

December 4, 2023

INTRODUCTION

Pender Solid Waste has 12 convenience centers throughout the county. These sites are in varying conditions with improvements needed to most. PSW has been working with Summit Engineering, Green For Life (GFL), and Real Estate Broker, Jack Kilbourne with Maus, Warwick, Matthews & Co. (MWM Real Estate) to develop cohesive site plans, site locations, and to address improvements.

General Location Map: Pender County Convenience Centers



Leased

LEASED PROPERTIES













Each leased site needs to be paved, and have fence work done, and most need a new used oil covered port.









ATKINSON

Leased

Atkinson owner willing to sell 3 acres at the current site location. Funds have already been budgeted in the 2024 FY.



SURF CITY

OWNED BY THE TOWN OF SURF CITY

- Needs a stormwater permit
  - Requires a site plan
- Plans to lay concrete



COUNTY-OWNED & PAVED

Hampstead Convenience Site





COUNTY-OWNED, NEEDS PAVING







Fence at Calico Bay

Shiloh



COST OF IMPROVEMENTS

Site	Concrete	Fence	Oil Shed	Site Spacific	Total	FY Completion
Atkinson	$ 329,301	$ 540	$ 2,000	$ -	$ 331,841	2025
Shiloh	$ 367,704	$ 180	$ 2,000	$ -	$ 369,884	2025
Calico Bay	$ 318,287	$ 900	$ 2,000	$ -	$ 321,187	2026
Willard	$ 398,054	$ 360	$ 2,000	$ -	$ 400,414	2026
Maple Hill	$ 271,278	$ 720	$ 2,000	$ -	$ 273,998	2027
Whitestocking	$ 397,089	$ -	$ 2,000	$ -	$ 399,089	2027
Canetuck	$ 289,440	$ -	$ -	$ -	$ 289,440	2028
Montague	$ 316,854	$ 180	$ 2,000	$ -	$ 319,034	2028
Burgaw	$ -	$ 360	$ 2,000	$ -	$ 2,360	2029
Rocky Point	$ -	$ 360	$ 2,000	$ -	$ 2,360	2029
Surf City	$ 208,757	$ 720	$ -	$ 14,000	$ 223,477	2029
Hampstead	$ -	$ -	$ -	$ -	$ -	-
Totals	**$ 2,896,764**	**$ 4,320**	**$ 18,000**	**$ 14,000**	**$ 2,933,084**	

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THANK YOU

Pender County
Update on 421 - Water System Expansion

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	December 4, 2023
SUBJECT:	Update on 421 - Water System Expansion

SUMMARY:
Anthony Colon, Public Utilities Director, will give the Board an update on the 421 - Water System Expansion.

Pender County
Update on Merchant Services and Convenience Fee Analysis

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	December 4, 2023
SUBJECT:	Update on Merchant Services and Convenience Fee Analysis

SUMMARY:
With regard to Credit Card Fees, Pender County has historically passed on the convenience fee for Citizens paying taxes with a card, and absorbed the fees associated with paying by card for other sales and service fees charged. As the industry changes to present more options, more integrations, and more competition among providers, Pender County Finance has taken on an effort to analyze and potentially overhaul the fee structure for these services provided by multiple vendors.

We have focused on several main drivers for our analysis and recommendation, with the top priority to find the best arrangement for the Citizens of Pender County. We will present historical trend analysis, highlight changes in the environment that make this overhaul necessary, detail the options and ultimately make recommendations. This presentation is to accomplish some of those goals and receive feedback and direction so that we may present an acceptable recommendation for solution to the concerns at hand - rising fees, varying fee structures, and cohesive operations throughout Pender County Departments.

ACTION REQUESTED:
None.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	December 4, 2023
SUBJECT:	Approval of a Purchase Order for Performance Auto to purchase a 2023 Ford F-150 Crew Cab truck in the amount of $41,505.93.

SUMMARY:

Pender County Sheriff's Office is requesting approval for a Purchase Order to purchase a 2023 Ford F-150 crew cab truck for the Public Safety Communications Systems Administrator position from Performance Auto in the amount of $41,505.93.
North Carolina State contract pricing.
These funds are in the budget and will come from account 510-407403.

ACTION REQUESTED:

Approval of a Purchase Order for Performance Auto to purchase a 2023 Ford F-150 Crew Cab truck in the amount of $41,505.93.

PERFORMANCE GOVERNMENT SALES CLINTON, NC

213 Southeast Blvd. Clinton, NC. 28328

2023 Ford F-150 CREW CAB

North Carolina Statewide Vehicle Contract #202100002

Category D - Light Trucks

Contract Term Dates: May 10, 2021 - May 9, 2023

PENDER COUNTY

Standard Features

3.3 Liter V-6 PFDI Flex Fuel, Auto Start/Stop	17" Steel Wheels
10 Speed Automatic Transmission	Power Locks & Windows
Electronic Shift on the Fly (4WD)	Cruise Control
Electric Parking Brake	Vinyl Floor Covering, Vinyl 40/20/40 Front Seat
Coil Springs Front, Leaf Springs Rear	Halogen Headlamps
Black Bumper/Grill	TPMS Tire Pressure Monitoring System
245/70R/17 BSW All Season Tires (2WD)	SYNC, AM/FM Stereo
265/70R/17 BSW All Terrain Tires (4WD)	Reverse Sensing System
Bumper Mount Rear Trailer Ball Location	26 Gallon Fuel Tank

Drivetrain Configurations

5.5 ft Bed 145" WB	☐	~~W1C-101A~~	~~2023 Ford F-150 CREW CAB, 2WD, 5.5' Bed (3.3L V-6)~~	~~$ 34,614.43~~
	☑	W1E-101A	2023 Ford F-150 CREW CAB, 4WD, 5.5' Bed (3.3L V-6)	$ 38,197.13
6.5 ft Bed 157" WB	☐	~~W1C-101A~~	~~4x2 Upgrade to 6.5' Bed includes 2.7L EcoBoost (99P)~~	~~$ 36,141.15~~
	☐	W1E-101A	4x4 Upgrade to 6.5' Bed includes 5.0L V8 (995)	$ 41,164.05

NC70A Base Vehicle Configuration

Base Body Configuration

145	145" Wheel Base, 5.5' Bed	Base

Base Powertrain Configuration

99B	3.3L V-6 PFDI Engine	Base
44G	10 Speed Automatic Transmission	Base

Base Interior Configuration

YZ	Oxford White	Base
A	Vinyl 40/20/40 Seat	Base
S	Medium Dark Slate Color	Base

Base Package / Options

X19	3.55 Regular Axle	Base
	245/70R-17" All Season Tires (Std 2WD)	Base
	265/70R-17" All Terrain Tires (Std 4WD)	Base
GVWR	TBD	Base
	Flex Fuel Configuration	Base
	XL Trim Level	Base

Option Availability and Compatibility Vary
USE THIS FORM AS A GUIDE
Please Return to your Performance Representative For Confirmation

Popular Factory Options

	Code	*Please Consult F-150 Order Guide for Add'l Options*	MSRP	6% Disc
		Powertrain Options		
☐	99B	3.3L V-6 PFD Engine	STD	STD
☐	998	3.5L Ecoboost V-6 In Lieu of 3.3L V-6	$ 2,735	$ 2,570.90
☑	995	5.0L V-8 Engine In Lieu of 3.3L V-6	$ 2,335	$ 2,194.90
		Packages		
☐	86A	XL Chrome Appearance Package	$ 895	$ 841.30
☐	55A	FX4 Off-Road Package- 4x4 only	$ 1,005	$ 944.70
☐	19S	STX Appearance Package	$ 2,585	$ 2,429.90
		Interior Options		
☐	168	Color-Coordinated Carpet w/Carpeted Matching Floor Mats	$ 145	$ 136.30
☐	47W	All-Weather Rubber Floor Mats- req. Carpet (168)	$ 160	$ 150.40
☐	91P	8-Way Power Driver's Seat Package	$ 350	$ 329.00
☐	50M	Interior Work Surface- N/A w/Cloth 40/blank/40 Seats (SS)	$ 195	$ 183.30
☐	924/57Q	Rear-Window, Fixed Privacy Glass with Defroster	$ 320	$ 300.80
		Exterior Options		
☑	153	Front License Plate Bracket	N/C	N/C
☐	17C	Chrome Front and Rear Bumpers- req. Fog Lamps (595)	$ 175	$ 164.50
☐	595	Fog Lamps- incl. in XL Chrome Appearance Pkg. (86A)	$ 140	$ 131.60
☐	18B	Black Platform Running Boards	$ 250	$ 235.00
☐	413	Skid Plates- 4x4 only	$ 160	$ 150.40
☐	41H	Engine Block Heater	$ 90	$ 84.60
☐	655	Extended Range 36 Gallon Fuel Tank	$ 445	$ 418.30
☐	T7C	LT265/70R17C BSW All-Terrain tires (A/T)	$ 295	$ 277.30
☐	627	Heavy-Duty Payload Package- req. 53C with 998 or 995	$ 1,695	$ 1,593.30
		Truck Bed Options		
☐	55B	BoxLink™- incl. four (4) premium locking cleats- req. 90R	$ 80	$ 75.20
☐	90R	Stowable Loading Ramps- req. BoxLink™ Requires (55B)	$ 595	$ 559.30
☑	96W	Bedliner – Tough Bed® Spray-In	$ 595	$ 559.30
☐	96X	Tonneau Pickup Box Cover - Hard Tri Fold	$ 1,200	$ 1,128.00
☐	96T	Tonneau Pickup Box Cover - Soft Folding	$ 590	$ 554.60
		Trailer Tow Options		
☐	TT1	Factory Standard Towing (Bumper Ball Mount)	STD	STD
☐	TT2	Basic Towing Package- Std Power Mirrors, 53B & 67T	$ 590	$ 554.60
☑	53B	Class IV Trailer Hitch	$ 315	$ 296.10
☑	67T	Integrated Trailer Brake Controller- req. (53B)	$ 275	$ 258.50
☐	53A	Trailer Tow Package	$ 1,325	$ 1,245.50
☐	53C	Max Trailer Tow Package	$ 2,040	$ 1,917.60
☐	54Y/59S	Manual Fold/Telescoping, Power Glass Trailer Tow Mirrors	$ 570	$ 535.80
☐				

FOR MORE EXTENSIVE TOWING NEEDS, PLEASE CONSULT THE FORD F-150 ORDER GUIDE

Additional Factory Options

☐				
☐				
☐				

Standard Colors:

			Quantity
☐	UM	Agate Black Metallic	
☐	HX	Antimatter Blue Metallic	
☐	B3	Atlas Blue Metallic	
☐	M7	Carbonized Gray Metallic	
☐	JS	Iconic Silver Metallic	
☑	YZ	Oxford White	1.00
☐	PQ	Race Red	
☐	D1	Stone Gray Metallic	
☐	GR	Green	
☐	MB	Orange	
☐	B1	School Bus Yellow	
☐	E4	Vermillion	
☐	AT	Yellow	

Enter Quantity Here

Fleet Only

Emergency Equipment/Lighting Upfit

☐			
☐			
☐			
☐			

Option Availability and Compatibility Vary
USE THIS FORM AS A GUIDE
Please Return to your Performance Representative For Confirmation

Total Price Per Vehicle: $ 41,505.93

Number Units This Spec: 1.00

Total this Order: $ 41,505.93

Notes & Instructions:

11/8/2023

Agency Information:

Agency Name:	PENDER COUNTY
Contact:	ANDY DEVANE
Position:	ASSET MANAGER
Address 1:	805 S. WALKER STREET
Address 2:	
City, State, Zip:	BURGAW, NC 28425
Office Phone:	910-259-1467
Cell Phone:	
Email:	adevane@pendercountync.gov
Fax:	
FIN Code:	
GPC Info:	

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STANDARD EQUIPMENT

MECHANICAL

- 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission (NA w/★3.5L PowerBoost Full Hybrid V6 Engine)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
  - — Standard Range 23 Gallon (Regular Cab and SuperCab)
  - — Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black two-bar style with black surround and black accents
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
  - — 245/70R 17 BSW all-season tires (A/S) 4x2
  - — 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 4" Productivity Screen in Instrument Cluster

INTERIOR/COMFORT (continued)

- Center-stack
  - — 8" Screen
  - — Audio Controls
  - — USB charging ports – two (2)
  - — USB data charging ports – two (2)
- Air Conditioning Registers – Black Vanes with Chrom
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmissi Temperature and Engine Coolant Temperature Gaug Speedometer, Odometer and Tachometer
- Grab Handles
  - — Front – A-Pillar, Driver and Passenger Side
  - — Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V
- Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)
- Power Windows (Front/Rear) – One-touch Up/Down and Passenger Front Windows (Rear Power Window available on Regular Cab)
- Pro Power Onboard – 2.4KW (3.5L PowerBoost Full V6 Engine only)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
  - — Cloth 40/20/40
  - — 2-Way manual driver/passenger
  - — Armrest
- Seat, Rear
  - — Cloth
  - — USB charging ports – two (2)
  - — 60/40 flip-up split seat (SuperCab)
  - — 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telesc and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
  - — Driver and Passenger Front Airbags
  - — Driver and Passenger Seat-Mounted Side Airbag
  - — Safety Canopy® Side-Curtain Airbags (1st and 2nd coverage)
- Curve Control
- Halogen Headlamps – Black Bezels
- MyKey®
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-poi Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Auto High Beams

★ = New for this model year

07/18/22 2023 F-150® PROPRI
REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES
STANDARD EQUIPMENT

FORD CO-PILOT360™ TECHNOLOGY (continued)

- Lane-Keeping System
- Post-Collision Braking
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera with Dynamic Hitch Assist
- Reverse Sensing System

FUNCTIONAL

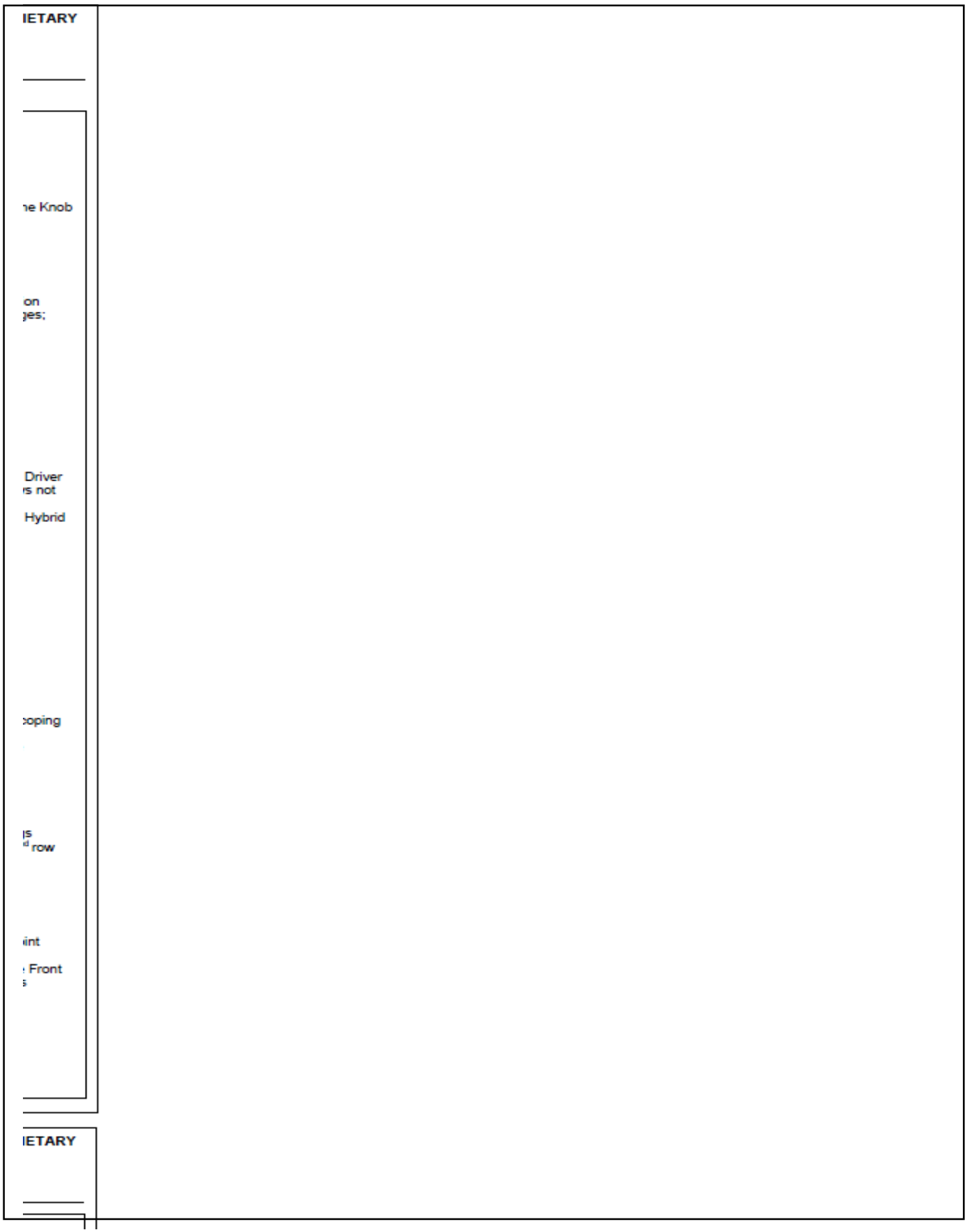
- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- FordPass™ Connect (4G)
  - 4G LTE Wi-Fi hotspot connects up to 10 devices[1]
  - Schedule specific times to remotely start vehicle[2]
  - Locate parked vehicle[2]
  - Check vehicle status[2]

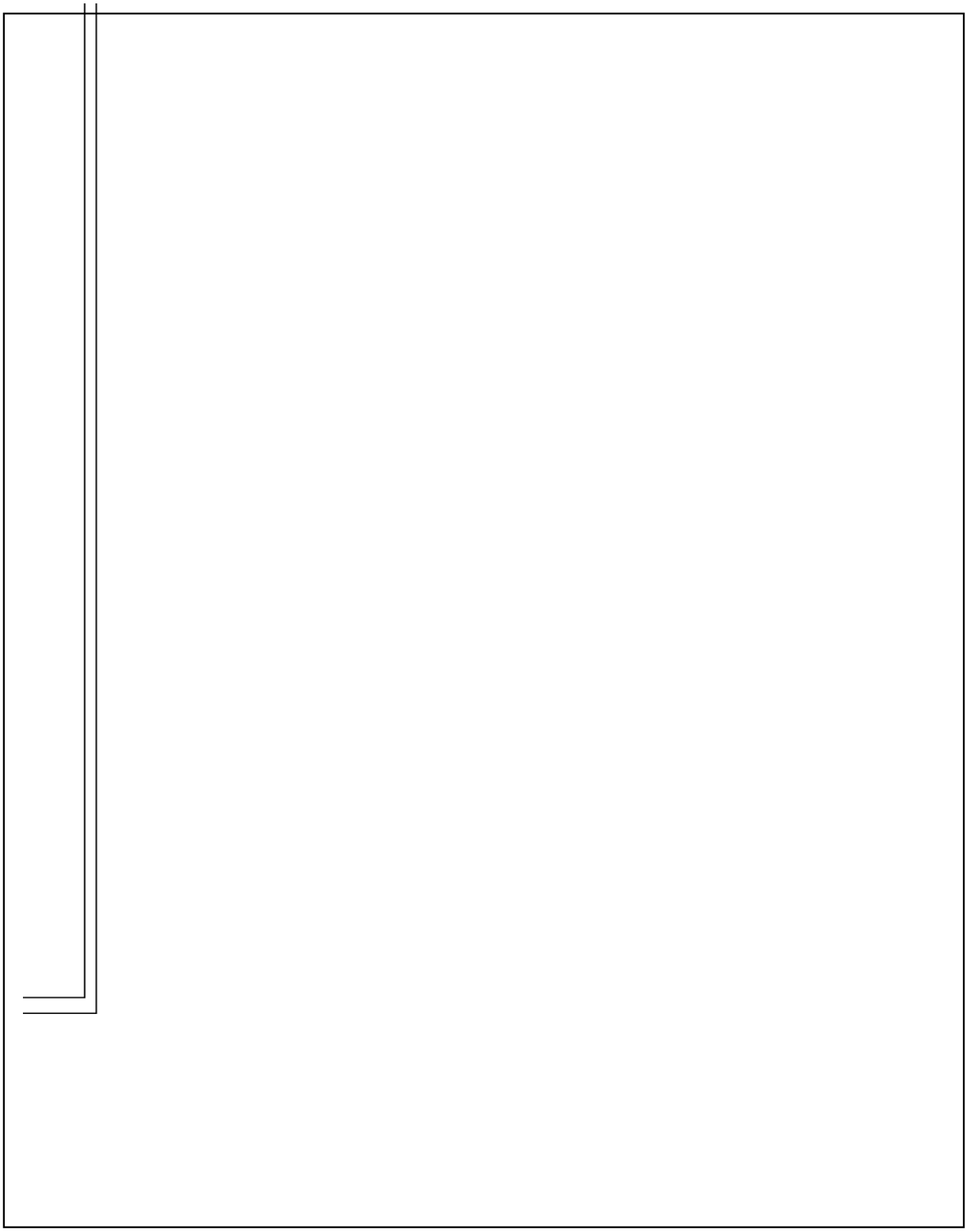
  Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, diagonistics, and maintenance alerts. FordPass™ Connect 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).
- Hill Start Assist
- SYNC® 4
  - 8" LCD Capacitive Touchscreen with Swipe Capability
  - Wireless Phone Connection
  - Cloud Connected
  - AppLink® w/App Catalog
  - 911 Assist®
  - Apple CarPlay® and Android Auto™ Compatibility
  - Digital Owner's Manual

[1] Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

[2] FordPass™ Connect (optional on select vehicles), the Ford Pass™ App., and Complimentary Connected Services are required for remote features (see FordPass™ Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

★ = New for this model year


IETARY
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Front
IETARY



Pender County
2024 Holiday Calendar

TO:	Board of County Commissioners
FROM:	Pam Brame
DATE:	December 4, 2023
SUBJECT:	2024 Holiday Calendar

SUMMARY:
2024 Holiday schedule

2024
Pender County
Holiday Schedule

HOLIDAY	OBSERVANCE DATE	DAY OF WEEK
New Year's Day	January 1, 2024	Monday
Martin Luther King Jr. Day	January 15, 2024	Monday
President's Day	February 19, 2024	Monday
Good Friday Easter Monday	March 29, 2024 April 1, 2024	Friday Monday
Memorial Day	May 27, 2024	Monday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veteran's Day	November 11, 2024	Monday
Thanksgiving	November 27, 2024 November 28, 2024 November 29, 2024	Wednesday Thursday Friday
Christmas	December 25, 2024 December 26, 2024 December 27, 2024	Wednesday Thursday Friday

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	December 4, 2023
SUBJECT:	Award Contract for Scanning Services for Pender County DSS to Scanning America

SUMMARY:
Pender County DSS issued a Request for Proposals for Scanning Services on August 28, 2023. A proposal was received from Scanning America to provide scanning services to the Pender County DSS. DSS requests the Board of County Commissioners to award the contract to Scanning America and approve a purchase order to Scanning America in the amount of $160,000. These funds have already been budgeted for.

Expenditure: 100-404500 $160,000

ACTION REQUESTED:
Award of Contract for Scanning Services at Pender County DSS to Scanning America in response to RFP #24-254 and a purchase order in the amount of $160,000

Scanning America, Inc.
1440 N. 3rd Street
Lawrence, KS 66044

3482 Kieth Bridge Road
Ste 239
Cumming GA 30041

terry@scanningamerica.com
404-824-6633

“RFP # 24-254 Scanning Services”

Backfile Imaging of County Records
DSS records and various county departments

September 25, 2023

Pender County DSS
810 S Walker St,
Burgaw, NC 28425

September 25, 2023

Pender County
810 S Walker St,
Burgaw, NC 28425
purchasing@pendercountync.gov

Re: DSS Backfile Conversion Scope of Work / Budgetary Pricing
+ any additional work to be added during contract term

Scanning America, Inc. (SAI) is pleased to forward the enclosed requested Scope of Work and Pricing for the electronic conversion of the Pender County paper records to digital images.

Mr. Terry Borovitcky has written the response and is authorized to provide any clarifications required.

Inspection and Acceptance of Images/Database. All unacceptable images, filenames, directory names or entire batches will be corrected at no additional cost to Pender County for a period of twelve (12) months after images are delivered.

Scanning America ensures that all employees with access to Pender County records have passed a criminal background check, signed a confidentiality agreement, been educated to HIPAA compliance, and are committed to adhere to all applicable North Carolina and Federal laws. All electronic files will be stored on a secure network and server.

Scanning America acknowledges Addendum 1 and 2.

If there are any questions regarding our proposal, please do not hesitate to contact the following individual:



Terry Borovitcky
Director of Sales, Southeast Region
Scanning America, Inc.
404-824-6633
terry@scanningamerica.com

Corporate Background

Scanning America, Inc. (hereinafter referred to as Scanning America or SAI) is pleased to submit the following proposal to Pender County (hereinafter referred to as PC) for the backfile conversion of paper records to electronic format. Scanning America is recognized for world-class leading edge technology in the area of scanning, digitization, conversion, indexing, and vaulting of business critical based documentation. To maintain the aforementioned technologies, Scanning America utilizes state-of-the-art equipment, with the capacity to scan and index 600,000 images per day.

Scanning America, Inc. was founded in 1989 as a national provider of document conversion services. Since 1989, Scanning America, Inc. has converted over a billion documents of all types into electronic format. Scanning America, Inc. is a privately held company with on-site ownership. Scanning America, Inc. has three locations engaged in document conversion services. Scanning America, Inc.'s headquarters is located in Lawrence, Kansas. Scanning America, Inc. also has offices in Atlanta, Georgia, Miami Florida and Springfield, Missouri.

In conjunction with scanning, Scanning America, Inc. also provides indexing of documents into a wide variety of formats. Scanning America, Inc. has converted documents and formatted index data for import into most all widely used document management software applications and hundreds more of proprietary systems. Scanning America, Inc.'s technical staff members are to develop tools designed to maximize the quality and efficiency of scanning projects.

Since its inception, Scanning America, Inc. has completed a wide variety of types of conversion projects. These projects have included such challenges as: mixed media types, mixed document qualities, mixed film densities, aggressive schedules, remote service locations, and complex, non-intuitive indexing requirements.

Scanning America, Inc. has personnel on staff that understands and can maintain imaging/scanning equipment. This depth of knowledge about the scanning equipment allows Scanning America, Inc. to maximize the capabilities of the equipment.

Scanning America, Inc. not only provides scanning services at its production facilities, but also mobilizes its staff and personnel all over the country to provide on-site scanning services.

Scanning America, Inc. is a member in good standing and exhibits nationally with the following organizations: AIIM (Association for Information and Image Management) and ARMA (Association of Records Managers and Administrators). More information about Scanning America, Inc. is available at http://www.scanningamerica.com.

Overview

The successful completion of the backfile conversion will be a challenging project requiring the development of a comprehensive strategy, an experienced team, extensive planning, and sound execution. Scanning America is familiar with the project requirements and will apply our proven methodologies. This experience has been gained from successfully implementing Laserfiche imaging solutions for several large clients, a number of which include other projects similar to the PC conversion. The result of this work is a customized approach and implementation plan that, when executed, will result in the successful delivery of the Laserfiche imaging solution for PC.

Employment Policy

Scanning America seeks to attract and retain individuals who share our company vision and who will make a significant contribution to our organization. Positions are filled by means of open competition where the selection is based on job related skills, training, and experience. Applicants for employment are selected solely on the basis of qualifications and without regard to race, religion, national origin, sex age, handicap or veteran status.

It is Scanning America's policy to conduct criminal background investigations for all employees. SAI considers any convictions that may have occurred, especially those over the last seven years. In addition, SAI may be required by certain job requirements to conduct a credit check, education, or motor vehicle report.

Scanning America also conducts thorough reference checks with previous employers.

Scanning America maintains a Drug-Free Workplace in accordance with all applicable State and Federal regulations.

Confidentiality

SAI's management understands the sensitive nature of the PC files. Our staff members and employees agree to maintain as confidential all individually identifiable information regarding the files. All information obtained by SAI for PC shall be maintained in accordance with state and federal law.

SAI shall have on file a confidentiality agreement signed by all SAI employees who have access to the records being scanned.

HIPAA Compliance Statement

We at SAI realize that our clients must comply with all aspects of confidentiality of employee and patient data. We require access to numerous data elements associated with claims, including patient and provider information. As such, SAI has taken steps to ensure its compliance with both the Gramm-Leach-Bliley Act and HIPAA requirements.

Our key aspects to our existing policies include, but are not limited to, the following:

All SAI employees are required to sign a confidentiality agreement with SAI. These agreements provide SAI the right to terminate employment, if the confidentiality breach is deemed to be significant, harmful or damaging to SAI, its clients, and its client's insured members. These confidentiality agreements also provide sanctions for employees as recommended by HIPAA.

All information that we receive or generate as a result of delivering our services is treated as confidential, and it is not disclosed to those who do not have a need to view it in relation to the services we deliver to our clients. The electronic data is stored on secure computer servers and PC workstations, which require a unique user name and password to access such data.

All employee and provider information that exists in printed format is contained within designated working spaces. Information that requires mailing is secured in a sealed envelope prior to leaving SAI's premises.

All SAI Client and Vendor agreements include a Business Associate Addendum. The incorporation of this Addendum ensures that all parties involved in the use and/or disclosure of protected health information to be in compliance and that they will remain in compliance with current HIPAA Regulations. The Addendum also outlines the procedures the parties must follow, with regard to protected health information, upon termination of their Agreements.

Training
Scanner operators have been trained in the operation of the specific hardware and software used for the project. Included in this training are procedures for scanner light and belt speed calibration.

Since document preparation will be a key element in both indexing and project control, Document prep staff will also receive training in the unique requirements of this project.

While all projects are controlled through standard SAI job tracking logs, additional training will be provided to prep, scanning, indexing and processing staff to insure concurrence with the special Control Methodology.

Technical Approach
Project Summary / General Overview

Conceptually, this project involves the off-site conversion of PC’s critical business records from paper to digital images, the renaming of the files and the creation of a database to allow the retrieval of those images along with the transfer of files and the inclusion of document destruction services. This is the dominant methodology in records management today, and the concept has been

implemented innumerable times in many diverse organizations.

What distinguishes this project is the total number of records, the throughput volume, the turnaround time and the level of quality required. SAI will develop process and procedures to conduct and validate a proof of concept on the implemented solution. Scanning America acknowledges that meeting these goals will require a thorough understanding of PC's requirements as well as a set of processes and procedures which, if implemented correctly, will result in the achievement of PC's goals.

eProject Management

We have custom-created our own project management software, called *eProject*. After over ten years in the scanning business, we were unable to find software that could manage all of the intricacies of scanning projects, and therefore decided to write our own. *eProject* is used to control projects from the moment we take custody of the documents, up until when the final product is delivered and the originals are returned or destroyed.

Upon contract award, SAI will generate bar-coded labels that will be placed on every box or file containing records prior to shipping. These labels will include the project number we assign to this project, location from which the documents are shipped as well as a unique box number. In *eProject* we will enter every box number. This is a particular advantage in the event that the 's should need a record scanned on-demand or returned, we would be able to locate the record very quickly.

eProject is also our single repository to project specifications. This allows anyone in our organization who is working on the project to have ready access to the specifications, anywhere in our building. This is particularly advantageous if things are discovered that necessitate a modification to the specification, because no one has to locate traditional paper work orders, rather they just look at *eProject.*

eProject is also where we monitor the progress of the project. With a few mouse clicks we are able to check the status of the project. We can tell what records have been inspected, scanned, indexed, post-processed, QC'ed, delivered, etc. We also track which operators performed each of these functions and what equipment they used. This gives us the advantage of being able to look at the work of particular individuals and to look at the performance of particular pieces of equipment.

Emergency Retrieval Services

SAI shall return a requested document (during regular business hours) within four (4) hours of receipt of an Emergency Retrieval Request from the PC's project manager. SAI shall provide emergency phone number(s) and contact

person(s) to PC's project manager and provide updates should any of the information change during the term of the contract.

24 Hours Retrieval Services
SAI shall return a requested document (during regular business hours) within twenty-four (24) hours of receipt from the 's project manager.

The number of Emergency Retrieval and 24-Hour Retrieval requests to be filled at no charge will be agreed upon by both parties.

Workflow
SAI will ensure that the scope of the project is properly identified and documented prior to the production phase. Physical document handling procedures will be established, tested, and approved before production begins. Our operational procedures will be used during this phase of the project, requiring that parameters be established and entered into the profile before indexing or scanning commences. Once entered, all work is queued automatically to each station in the appropriate order for processing based on scanning, indexing and electronically transferring images in a timely manner. This eliminates errors brought about when operators miss steps or process documents out of order.

Parameters include:

- **Database requirements.** Index attributes are defined and appropriate fields are created, including field length, alphanumeric, validation, and/or pull-down lists of pre-defined values and barcodes.
- **Scanning requirements.** Scanning resolution, page orientation, despeckling, barcoding, and the like, are identified and entered.
- **Quality control.** Index and image QC requirements are executed and refined as necessary.
- **Rejected indexes or images are processed.** Basic reasons for rejection include index data entry error, missing index information, and image quality (too light or too dark). Once a reason is chosen, the document and its index are routed automatically to the appropriate queue for re-processing. This also creates an error report for system reporting purposes.
- **Reindex.** Documents are routed to the reindex queue if they are rejected at QC. The station operator sees the reason for rejection and re-keys the appropriate data.
- **Rescan.** Documents are routed to this queue if they are rejected at QC. The station operator sees the reason for rejection and rescans the document after adjusting the scan parameters to solve the problem.

- **Batch processing.** Batch processing is used wherever possible for speckle removal, rotation, barcoding, file format conversion, and the like, in the appropriate order.
- **Output format and media.** Once documents complete all steps and pass QC, they are automatically routed to post-processing for conversion to the proper electronic format and they are written to the appropriate media.
- **Workflow reporting.** The workflow reporting system tracks each stage of the process, including the queues the document has completed, time and date stamp, operator ID, rejections and their reasons, and operator throughput performance. Reports can be produced for problem solving and metrics.

Quality assurance. Scanning America will assist with ongoing quality assurance activities as negotiated. This activity includes system oversight activities such as: troubleshooting, reporting, document preparation procedures, equipment preventive maintenance schedules, and disaster recovery assistance.

Conversion Methodology

PC intends to convert their paper files to 200 dpi (black and white) binary raster files for import into Laserfiche. Each of the converted images will be renamed and be represented by a record containing a series of fields which uniquely identify that set of images. The images and index files are to be delivered to PC via Laserfiche Briefcase Files on encrypted electronic media such as USB Drive.

The paper records are currently stored on shelves, file cabinets or in boxes at PC facility in Burgaw, NC. The files will be labeled for tracking purposes and transported to our production facility.

Documents are mostly 8.5” X 11” but may be of varying different sizes and paper types including legal size and ½ sizes. The documents are simplex and duplex.

Processes

Outlined below are the procedures that will be provided by Scanning America, Inc. in converting the PC paper files to raster images.

Document preparation for this project to be provided by scanning America and will include the following steps.

- Removing staples, paper clips, binder clips, etc.
- Removing documents from folders, bindings or notebooks
- Straightening pages
- Repositioning sticky notes such that they do not obscure document text, either on the page on which the sticky was originally applied, on the back of that sheet, or on another sheet of paper that would become part of a multi-page document.

- Repairing damaged documents
- Copying documents as needed prior to scanning to improve clarity of the scanned image
- Preparing fragile and/or historic documents
- Special preparation of small and oversized documents to ensure quality of the scanned image
- In some cases maintaining the existing time-ordered sequence so that during retrieval, sorting the scanned documents on the scanned date/time index field will result in a presentation order similar to what is available in the paper folder today

Scanning

Documents will be delivered to scanning stations in boxes, each box marked with its box identifier and containing a set of unique folders. The box number will be used as the batch number. Each batch will be scanned and written to a directory name equal to the batch number, with a separate set of directories each batch of documents. Files will be named in the format bbbbnnnn.tif, where bbbb is the batch number, and nnnn is the sequential order of scanning. Thus, the 123rd page of batch 150 would be named 01500123.tif.

Each page will be scanned double sided, at 200 dpi, with blank pages deleted by the scanning software. This will allow for manual adjustment by the scanner operator to accommodate changes in size, paper type and contrast of individual pages. The scanner operator will visually inspect each page as it is scanned to determine the acceptability of basic image legibility and skew. Images not meeting these criteria will be immediately rescanned, maintaining the original order and filename.

Scanning America shall ensure that image quality meets the following acceptance criteria:

- Complete page content has been captured
- Images are not skewed, speckled, blurred or indistinct
- Correct treatment has been applied to printed halftones
- Images of originals are fully legible
- Image size, position, level of compression, page orientation, and image resolution are correct.

In addition to ensuring that the complete page content has been captured, SAI shall ensure that the complete source document has been scanned according to instructions provided, and that special instructions relating to specific materials have been followed. This includes ensuring that:

- Images and indices are produced correctly for every required page and that no pages are missing
- Page images have not been duplicated during the scanning process

- Page images are delivered in the order they appear in the source document unless otherwise instructed.

File Transfer

Images will be scanned directly to the scan server, which will be in a secure, protected scan area. Images will be copied to a back up server daily. After indexing, Quality Control and post processing, the images will be delivered via electronic media to a designated PC employee. Thirty days after acknowledgement of receipt of the data by PC the images will be deleted from the server.

Indexing

Upon completion of scanning, each batch will be placed in an Indexing Queue, whereupon indexing will proceed. Indexing consists of identifying the initial image for each document, and assigning appropriate values as outlined in the final scope of work to be provided by PC.

In narrative form, the general indexing process will proceed as follows.

1. The first image of a document will always be a bar coded lead break sheet. The following sheets contain pages related to that particular record. All images between the lead break sheet and the next lead break sheet relate to the same record. The barcode data will be captured and the index data will be created and used to rename the files.
2. The image following the lead break sheet will be page one of the first document.
3. If the next image is not a lead break sheet, it is page two of the document all fields will be copied from the previous image along with the new image file name. These images can be bound to a multi image file if required.
4. If a new lead break sheet is encountered, the process reverts to step 1.
5. In the event that an image is encountered which contains no data, the image will be flagged as a blank page and deleted.

   Example Index Fields: Type, Last_First, Case # and will be formatted in Briefcase files for import into Laserfiche.

When each batch has been indexed the resulting index files will be compared to a PC provided database in software. All differences will be routed to a senior indexer who will resolve the differences, producing a single index file for final use. Irreconcilable differences will be referred to PC's staff for resolution.

Re-scanning

At the completion of initial indexing, a program will retrieve the records for all images flagged as unacceptable. This list will be routed to the Re-Scan Queue. Since the file name contains the batch number and sheet sequential number, the re-scan team will be able to locate the original sheet, re-scan to the same file

name and compare it to the original image. This re-scanned file will then replace the original file, and the image name placed in the Re-Index Queue. The senior indexer will then examine the new image for acceptance and make any necessary corrections to the index record for that image.

Quality Control

This stage serves as the primary Q.C. stage, since it is the Q.C. operator who must examine the image most closely and is able to determine the legibility and correctness of the image. Failures in image quality, not attributable to the prepper's note of poor original, will be flagged at this stage, and flagged images returned for re-scanning.

Document Verification

Prior to creation of the deliverable media each batch will be tested in software to determine the following:

1. For each record in the index, there is a corresponding image file, and for each image file, there is a corresponding index record.
2. The total number of pages in the batch equals the total number of pages scanned, less the number of images marked for deletion.
3. Each image header complies with import requirements, including tag numbers, resolution, and image dimensions.
4. All file sizes are greater than 5 kilobytes.
5. Field values in the index records are within defined limits and correct format.

In addition to the software checks, a final QC will be conducted prior to media creation. This procedure will check 10 % of all images within the batch for compliance

When document verification is complete, batches will be combined to produce data sets of as required and written to SAI archive. Images will be written to batch directories. There will be an index for each directory, or, if desired a single index at the root directory for all images. Files will be transferred on a weekly basis, or at a time preferred by PC.

Post Prepping

After all images from a box have been accepted by indexing, the box will be returned to post prep. The pages will be returned in the same box and in the same order in which they have been scanned. The file folders will be placed in the back of the box.

Quality Control / Quality Assurance
SAI will apply to this project its standard Quality Control and Quality Assurance procedures, modified to comply with any additional requirements of PC.

Scanning America employs a quality assurance program based on the results of an internal audit and 33+ years of experience.

The result of the internal audit was the development of a comprehensive QA program based on two fundamental concepts.

1. A thorough definition of the product to be delivered is required before any quality assurance processes can be applied.
2. A properly designed and tested set of procedures, correctly followed, will result in quality output.

Those portions which apply to the PC project are excerpted below, with the addition of requirements unique to that project.

Image Inspection
Scanned images are inspected at three stages of the process.

1. The scanner operator will visually inspect each page as it is scanned to determine the acceptability of basic image legibility and skew. Images not meeting these criteria will be immediately rescanned, maintaining the original order and filename.
2. The Quality Control team will inspect 100% of images to determine that the image is correctly oriented and legible. Images which fail to meet the acceptance criteria, not marked as “Poor Original”, will be flagged.
3. A final Q.C. will be done prior to final image/index creation. This procedure will randomly check 10 % of all images within the batch for compliance.

In addition to this visual checking, each batch will be subject to a software check to determine that:

6. The total number of pages in the batch equals the total number of pages scanned, less the number of images marked for deletion.
7. Each image header complies with file format requirements, including tag numbers, resolution, and image dimensions.
8. All file sizes are greater than 5 Kilobytes.

Image / Index Accuracy Rates
Scanning America strives to achieve an accuracy rate of ninety-nine and one-half percent (99.5%) for all documents scanned, imaged, and indexed, except for those specifications or image attributes requiring 100% accuracy. For example, a batch of images will be rejected if, in a random sample lot size of 200 images,

more than one image is found to be missing, duplicated, illegible, or otherwise defective.

Examples of items required to be 99.5% accurate include:

- File and image characteristics: level of compression and image size
- Image quality: blurred or indistinct image, loss of distinct features or lines, incomplete capture of page content, skewing, failure to apply treatment to printed halftones. SAI shall provide a Best Available Image (BAI) list to indicate that images of questionable quality are taken from originals of questionable quality
- Other: failure to capture images completely, missing images, duplicate images, images out of order, blank pages
- Accuracy of indexed data.

Examples of items required to be 100% accurate include:

- Content of file headers and tags
- File format
- Compression algorithm
- Resolution .

Scanning America will develop and submit written procedures and acceptance criteria to be utilized for sample testing during the life of the project. These procedures and criteria include allowances for rejection of any batch of scanned, imaged, and indexed documents that do not meet the specified accuracy criteria. As requested, on a case-by-case basis, SAI agrees to re-image and re-index all of, or individual records contained in, any batch that is rejected due to error at no additional cost. After award of the contract, SAI will update the written procedure drafts and submit for review, revision, and acceptance.

The quality and accuracy of the delivered scanned images and indices are vital to acceptance of work performed by SAI. In the event that it is determined that document images or indices are incorrect or that images are of poor quality resulting in failure to meet the established 99.5% accuracy rating, SAI will provide corrective action to reproduce accurate images and indices for the records in error at no additional cost.

Inspection and Acceptance of Images/Database

All unacceptable images, filenames, directory names or entire batches will be corrected at no additional cost to PC for a period of twelve (12) months after delivery. PC shall have twelve (12) months to approve or submit needed corrections to images beginning the date after the electronic transfer of images to PC. All scanned images and indexes of records described in this document, produced under the terms of this agreement shall become and shall remain the sole and exclusive property of PC.

Document Security
SAI's mission is to be the leader in our industry by creating long-term value for our customers through exceptional service and innovative products. Our focus is the complete protection of your entity's information assets.

On site and off site, SAI incorporates the highest levels of technology available to provide the most secure environment for both your hard copy records and electronic media storage.

Our strong financial position allows us to acquire progressive technology, which leads to exciting new products and services that benefit the client. These advancements allow you to explore a broad spectrum of information management options.

At SAI, our only goal is to provide you with the most efficient, cost-effective solutions to your records imaging challenges.

Our record of excellence begins with our commitment to service, our high operational standards, experienced staff and the reliable information management solutions we offer.
Those solutions are built around:

Our facilities incorporate the highest levels of technology available to provide the most secure environment for your records. Security and fire systems are monitored twenty-four hours a day, seven days a week by a central station. Boxes are placed on shelves to insure safe and orderly storage of your information. Our information management centers are built to meet or exceed industry standards to offer you the highest degree of protection.

Having your records readily available when you need them saves valuable time and money. SAI will deliver your requested documents or to your office or other designated area. If you need information immediately, timely deliveries are guaranteed.

SAI utilizes sophisticated, computerized state-of-the-art bar code technology. Bar code scanning feeds information into a computer faster and more accurately. Our system-wide bar code markings assure you the highest level of safety by eliminating the need to put identifying names or markings on the outside of your carton. It also offers you the highest degree of security.

Off Site Unit Pricing *

Prep/Scanning	$ 0.049 Per image
Index at Folder Level (Last_First, Type, Case Number)	$ 0 .24 Per folder
Transportation	$2,495.00 Per trip
Secure Destruction	$ 4.00 Per box
1.2 Cubic Foot Box and labor to load files	$ 8.00 Per Box **

*Unit pricing good for any additional projects in addition to the DSS project.

DSS Budgetary Pricing

Budgetary Estimate 2,000,000 image DSS project					
Estimated Folders	40,000				
Estimated Pages Per Record	50				
Estimated Total Images	2,000,000				
Estimated Pages Per Box	2,200				
Estimated Boxes	909				
Transportation	1				
Indexing: Type_Last_First_Case ID	$ 0.24	Per Folder			
Prep/Scanning	$ 0.049	Per Image			
Transportation	$ 2,495.00	Per Trip			
90 Day Storage	Included				
Secure Shredding	$ 4.00	Per Box			
Indexing Type_Last_First_Cass ID	$ 0.24		40000	$	9,600.00
Prep/Scanning	$ 0.049		2000000	$	98,000.00
Transportation	$ 2,495.00		1	$	2,495.00
90 Day Storage	Included		0		
Secure Shredding or return boxes	$ 4.00		909	$	3,636.36
Estimated Total Cost				$	113,731.36

**Note: It's not clear if the DSS files are already in boxes. There is no cost to place labels on files already in boxes.

Terms - Net 30 Days

The above quantities are only estimates. The amount billed will be based on the greater of the number of pages prepped and scanned along with the number of folders indexed or 1,500,000 images.

The estimated time to complete the DSS project with a mid-October start date is 6-8 weeks depending on the start date and other projects in the que at the time.

If you have any questions or require any additional information, please feel free to give me a call.



Sincerely,
Terry Borovitcky
Scanning America
(M) (404)824-6633
terry@scanningamerica.com

Acceptance
Name_____
Date ____/____/2023

Title_____

X_____
Signature

References

Contract/Project Title: **Stearns Weaver Miller, P.A/ Closed Case Files**
Contact: Adrian Davis
Address: 150 West Flagler Street, Miami, FL 33130
Contact Phone: 305-789-3216
Contact email: ADavis@stearnsweaver.com
Project Dates: February 2010 – 2019
Contract Amount: $2,475,000.00

Scope of Work: Scan and index approximately 38,000,000 images/75,000 Drawings contained in closed legal files. Scanning America has provided prep, scanning, indexing, QC and creation of load files for import into the firm's document management system.

Contract/Project Title: **Florida International University/ PantherSoft**
Contact: John Vargas / Director PantherSoft Project
Address: 11555 SW 17th Street, CSC-1134, Miami, Florida 33199
Contact Phone: 305-348-7471
Contact email: johnv@fiu.edu
Project Dates: 2013 - Present
Contract Amount: $350,000.00 +

Scope of Work: Prep, scan, index create deliverable for 4,125,000 images from Human Resourse, Student Records, Insurance Files, Immunization Records, Provost Office, PCards, D&N Research Files, Financial File, Key Cards, Accreditation Material Binders and Registrar files.

Client Name: **Housing Authority of Baltimore City**
Address: 1225 W Pratt Street Baltimore MD 21223
Contact Name: Paul Danik
E-Mail Address: Paul.Danik@habc.org
Phone: 443-630-0277
Size of project: 5,000,000
Type of Documents: Housing Assistance Files

Client Name: **Wayne County Probate Court**
Coleman A. Young Municipal Center
Address: 2 Woodward Ave. Detroit, MI 48226
Contact Name: Janet B Witte / Director of Special Projects
E-Mail Address: jwitte@wcpc.us
Phone: 313-224-5714
Size of project: 14,000,000 images
Type of Documents: Legal files

September 22, 2023

Trisha Newton
Purchasing Manager
Pender County NC
805 W. Walker Street
Burgaw, NC 28425

Subject: Response to RFP# 24-254 Scanning Services

Dear Ms. Newton,

MCCi is delighted to have the opportunity to respond to your RFP# 24-254 for Scanning Services. As a long-time partner of Pender County providing Laserfiche technology and consulting services, we believe we are best suited to assist the county in the effort to digitize important county records. Our scanning team has expertise with projects large and small and works almost exclusively with local government customers.

We are pleased to offer the county our master pricing for government. This pricing will allow us to process any scanning project the county may have, regardless of department, document size and type. Our team of experts regularly handle difficult projects and meet the highest quality standards.

I would like to highlight several key factors that differentiate MCCi from other potential partners with regards to the requirements in the RFP:

- ✓ We are experts in both scanning services and Laserfiche. Our scanning recommendations are designed to ensure you get the maximum benefit out of the digitized documents once they are stored in the county Laserfiche system.
- ✓ We provide a dedicated Project Manager as a single point of contact to ensure communication is consistent and accurate throughout the project.
- ✓ MCCi scans all documents at a minimum of 300dpi to ensure they exceed the state archival requirements for self-warranty and digital records.
- ✓ We guarantee full Laserfiche compatibility of our import files. Many scanning firms cannot provide fully compatible import files and add to the burden on the county to manually manage and import records as they are delivered.

Thank you for considering MCCi and I look forward to the opportunity to work with you and exceed your expectations.

Sincerely,

Kevin B. Smith, Senior Account Executive
336-202-8828|ksmith@mccinnovations.com

REFERENCES

As requested by Pender County, MCCi is proud to provide references for our scanning services. Each reference is a recent scanning services client and engaged MCCi for a project with requirements similar to those of Pender County.

Reference 1:

Diane Pfeifer
ITS Innovation Strategist
Cumberland County, NC
dpfeifer@cumberlandcountync.gov
910-677-2942

Reference 2:

Mike Arkinson
Technology Solutions Manager
New Hanover County, NC
markinson@nhcgov.com
910-798-7474

Reference 3:

Beverly I. Tate, Director
Loudoun County Public Schools
Division of Planning & GIS Services
beverly.tate@lcps.org
571-252-1153

Reference 4:

Robert McQueen, Certified Government CIO
Director of Information Technology
Township of Franklin, NJ
robert.mcqueen@franklinnj.gov
732-873-7273

GENERAL DESCRIPTION

DOCUMENT SIZE	*(Regular up to 11" x 17", Large Format up to 42" wide, 16MM Film, 16MM Fiche, 35MM Film, 35MM Fiche)*
DEPARTMENT	*(Clerk, Social Services, Police/Sheriff's Department, Health Department, Human Resources, Building Department, etc.)*
DOCUMENT TYPES	*(Minutes, Permits, Address Files, Contracts, HR Files, etc.)*
DOCUMENT COUNT	*(if quoting fiche/film, it will typically be the number of rolls/cards)*
IMAGE COUNT	*(Number of images)*
IMAGES PER DOCUMENT	*(Boxes, Electronic Files, Books, File Folders, Sleeves/Rolls – maps, etc.)*

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	*(Boxes, Offsite Warehouse)*
CONDITIONS OF DOCUMENTS	*(Continuous Documents, Folded, Staples, Excessive Staples, Onion skin, Photos, Fragile, Molded, Pencil, Handwriting, Red Ink, Carbon Paper, Raised Seals, Folders/tabs need to be scanned)*

IMAGE PROCESSING & INDEXING

DPI & COLOR	*300 DPI, Black & White or Grayscale/Color (Remove one or the other)*
NUMBER OF INDEX FIELDS	*Up to ** Fields (Document name counts as an index, Microfilm/fiche will be indexed by roll or card # only*
DOCUMENT NAMING CONVENTION	*To Be Determined*
FIELDS TO BE INDEXED	*Permit Number, SS #, Name, etc.*
OPTICAL CHARACTER RECOGNITION	*Not Included (Change this to "Included" if we are providing non-Laserfiche system Clients the data on a LF Plus Disc that will be searchable)*

IMAGE OUTPUT

DELIVERY METHOD	*(CD/DVD/Removable Hard Drive, Secure FTP Transfer)*
OUTPUT TYPE	*(Laserfiche Briefcase, Laserfiche Plus CD, TIFF/PDFs)*

MATERIAL HANDLING

SHIPPING LOGISTICS	*(Client Shipping v. MCCi Pickup)*
SHIPPING & DELIVERY TERMS	*Up to ** shipments*
PHYSICAL DOCUMENTS	*(Return to Client or Secure Destruction or Non-Secure Destruction)*

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

SCANNING PROCESS - MILESTONES, TASKS & DELIVERABLES

Milestone	TASKS / Deliverables
#1: Project Kickoff	***Tasks:*** Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client. ***Assumptions:*** MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).
#2: Sample Sign-Off	***Tasks:*** Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project. ***Assumptions:*** Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) business days of receiving them from MCCi.
#3: Scheduled Finished Product Delivery	***Deliverable:*** At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period. ***Assumptions:*** Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project.
#4 Physical Document Return	***Tasks:*** Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession. Client should review all returned documents to ensure all originals are back in their possession. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.

PRICING

The following pricing is our not-to-exceed pricing offered to our government clients. As a MCCi / Laserfiche client, Pender County will receive a 5% discount on all pricing listed in the table below. As requested by the RFP, the pricing shows options for projects with very low scan volume to very high scan volume. Detailed, project-based pricing can be provided upon request once each project has been scoped by our team.

Government Not-to-Exceed Scanning Pricing

Regular Size Images up to 11"x17"	Image Quantity	300 DPI Scanning	Doc Prep, per Page	Additional Prep	OCR
Per Image	< 500	$1.393	$0.320	$0.4032	$0.013
Per Image	< 2,000	$0.488	$0.209	$0.2633	$0.013
Per Image	< 5,000	$0.119	$0.063	$0.0794	$0.013
Per Image	< 10,000	$0.194	$0.112	$0.1411	$0.013
Per Image	< 25,000	$0.146	$0.098	$0.1235	$0.013
Per Image	< 100,000	$0.118	$0.077	$0.0970	$0.013
Per Image	< 250,000	$0.105	$0.074	$0.0932	$0.013
Per Image	< 500,000	$0.094	$0.070	$0.0882	$0.013
Per Image	< 1,000,000	$0.084	$0.067	$0.0844	$0.013
Per Image	> 1,000,000	$0.079	$0.062	$0.0781	$0.013

Large Format up to 42" wide	Image Quantity	300 DPI Scanning	Medium Doc Prep , per page	Heavy Doc Prep, per page	OCR
Per Image	< 500	$2.905	$0.290	$0.798	$0.013
Per Image	< 1,000	$2.688	$0.290	$0.726	$0.013
Per Image	< 10,000	$2.252	$0.290	$0.654	$0.013
Per Image	< 25,000	$2.034	$0.290	$0.581	$0.013
Per Image	< 50,000	$1.816	$0.218	$0.581	$0.013
Per Image	< 100,000	$1.598	$0.145	$0.436	$0.013
Per Image	< 100,000	$1.380	$0.145	$0.364	$0.013

Color Scanning	Scanning Rate per Image
Regular Size	$0.696 per image in addition to scanning rate for regular images
Large Format	$1.393 per image in addition to scanning rate for large format images

Microform Images	Image Quantity	16mm Microfilm	35mm Microfilm	16mm Microfiche	35mm Microfiche	OCR
Per Image	< 25,000	$0.055	$0.112	$0.167	$0.905	$0.013
Per Image	< 50,000	$0.041	$0.105	$0.153	$0.877	$0.013
Per Image	< 100,000	$0.035	$0.091	$0.146	$0.835	$0.013
Per Image	> 100,000	$0.028	$0.084	$0.132	$0.766	$0.013

Bound Book Scanning	Image Quantity	Doc Prep	Scanning Rate	Image Cleanup	OCR
Per Image	< 1,000	$0.278	$2.088	$0.488	$0.013
Per Image	< 2,500	$0.251	$1.740	$0.452	$0.013
Per Image	< 5,000	$0.223	$1.393	$0.417	$0.013
Per Image	< 7,500	$0.194	$1.323	$0.383	$0.013
Per Image	< 10,000	$0.167	$1.254	$0.348	$0.013
Per Image	< 25,000	$0.139	$1.183	$0.313	$0.013
Per Image	< 50,000	$0.112	$1.114	$0.278	$0.013
Per Image	> 50,000	$0.098	$1.044	$0.251	$0.013

Total Indexes	Price Per Index
< 1,000	$0.400
< 10,000	$0.350
< 25,000	$0.300
< 50,000	$0.250
< 100,000	$0.200
> 100,000	$0.150

Pickup/Delivery, Per Box	Rate
Pick Up / Delivery Base Fee	$200.00
<50 ($300 Minimum)	$19.20
<100	$15.60
<150	$14.00
<200	$13.00
< 250	$12.00
< 300	$10.35
> 300	$10.00

Shipping (Inbound or Return)	Rate

Secure Destruction or Nonsecure Disposal	Rate
Regular Format, per 2,500 images	$10.00
Large Format, per 1,000 images	$10.00
16mm Microfilm, per 90 rolls	$30.00
35mm Microfilm, per 52 rolls	$30.00
Microfiche, per 3,000 fiche	$30.00
Other Services	**Rate**
DVD/CD/Flash Drive, Per Set	$50.00
Laserfiche Import Assistance	$287.50
Clerk Book Re-Prep	Prep Rate x 1.26

CD/DVD/Flash Drive	$11.50
16mm Microfilm, per 90 rolls	$345.00
35mm Microfilm, per 52 rolls	$345.00
Microfiche, per 3,000 fiche	$345.00

Large Format Additional Prep	Prep Rate x 1.26
Boxing/Packing (per 2,500 RF Images)	$34.50

All Quotes Expire 1 Year from Contract Execution Date

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
    - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
    - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
    - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (http://www.basecamp.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import data. Our import assistance is only for importing into Laserfiche and does not cover any workflow diagnosis or modifications.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.

- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- Access to Records: If a client requires access to records that are in the custody of the MCCi scanning department, records will be provided within 24 hours as standard delivery. Emergency deliveries can be requested and will be provided within 4 business hours. Working hours for our scanning department are considered Monday – Friday 8am – 5pm Eastern Time, and all requests will be fulfilled during those hours.
- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of $2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

ATTACHMENT A

SAMPLE MASTER SERVICES AGREEMENT



This Master Services Agreement No. XXXX (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**."

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap, or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification, or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges, and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state, or local sales, use, excise,

privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of

Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title, and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up,

world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State**

Data Protection Laws"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party (**"Indemnifying Party"**) shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO $500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under

the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi	If to Client:
MCCi, LLC	Client Legal Name
3717 Apalachee Parkway Suite 201	Street Address
Tallahassee, FL 32311	City, State, ZIP
Attn: Legal Department	Attn: Client Contact
Email: legal@mccinnovations.com	Email: Contact Email

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.
Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.
MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "**Dispute**") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

RFP #24-254
Scanning Services

Pender County
North Carolina

Proposals Due: **August 30, 2023 @ 12:00 pm**

(Extended to September 25, 2023)

Contact: Richard Ray, Director of Business Development,
richard@starpointusa.com, 919-923-1217

CONTACT: RICHARD RAY, DIRECTOR OF BUSINESS DEVELOPMENT
919-923-1217, richard@starpointusa.com

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A. Cover letter and Execution Page:

August 27, 2023

Pender County Purchasing
805 S. Walker St.
Burgaw, NC 28425

Attn: Trisha Newton, Purchasing manager

Dear Ms. Newton:

Starpoint Global Services is pleased to have this opportunity to acquaint Pender County with our long history as a national leader in records management and scanning services.

Starpoint is a perfect fit for Pender County. In fact, we have been performing these same services for numerous counties already, including Forsyth, Orange, Wake, Chatham, Pitt, and many others. Starpoint was also awarded a countywide comprehensive scanning contract that focuses primarily on DSS in Wayne County earlier this year, and we are offering the identical terms to Pender County now.

In 1989, Starpoint Global Services evolved from a traditional storage facility into a sprawling complex of customized warehouses built to manage records and other assets for University of North Carolina Healthcare in Chapel Hill, NC. This evolution continued, as Starpoint grew into a network of information centers located in 5 different states (NC, SC, MA, TX and TN), providing the best in records and information management services to discerning companies who demand more from their providers than simple storage.

Specializing in the secure management of medical records and other sensitive information for the past 32 years, Starpoint offers expert scanning services and superior pricing. We also own a 64,000 square foot campus of warehouses built specifically for records storage. We can accommodate the County's budget constraints by providing flexibility of pace for departmental projects. For example, we are willing to relocate physical records in advance of the availability of funds for a complete scanning project. In these cases, we may scan up to a fixed spending limit and will store any remaining files until additional funds become available, even if that is not until the next fiscal year.

Starpoint provides storage, scanning, document destruction and all associated services for hospitals, universities, municipalities, state departments, law enforcement, and large corporations throughout the United States.

In April of 2012, Starpoint was awarded enrollment in the State of North Carolina's new short-term scanning services contract after a thorough review of our scanning and data migration service record by NC ITS and the State's Chief Information Officer.

The State of South Carolina awarded Starpoint an exclusive scanning contract for all State agencies starting in 2015.

In 2020, Starpoint won a scanning contract with the Allied States Cooperative, a group purchasing organization used by hundreds of courts and municipalities nationwide. A few circuit courts in Virginia have used the Allied States Cooperative as a procurement vehicle to avoid requirements for public bids related to scanning projects they have awarded to Starpoint. The other circuits opted to piggyback on terms established with those circuits in order to satisfy due diligence without using the ASC directly. We will include additional details on the ASC for reference in the pricing section.

While our scanning customers include distant locations such as the City of Detroit, the State of Maine, the City of Boston and Fulton County (Atlanta), our headquarters are in Siler City, NC.

Starpoint can format digital files from converted original records for ingestion by virtually any proprietary system, including the Laserfiche platform.

Laserfiche customers across the state routinely choose Starpoint over even the companies that they have purchased Laserfiche licenses from, as our expertise, efficiency and pricing cannot be matched by vendors that focus primarily on software and hardware installations/subscriptions/annual fees as a business model.

Starpoint is also trusted for its simple and absolute security of data. We operate the scanning room on a completely closed network (no internet connectivity or cell phones of any sort in the production room). Data will be saved to a devoted server and exported to an encrypted external device or disk array for delivery.

The NC State Bureau of Investigation uses Starpoint to scan its own HR, legal and investigation records, and it vetted all employees individually and toured the facility prior to awarding those projects.

Starpoint is also used by customers including the West Virginia Supreme Court, the Virginia Supreme Court and the SC Attorney General’s Office.

We believe that the pricing we have offered represents the very best value for the County for a conversion project that is guaranteed to be successful. No vendor can offer lower rates without sacrificing image quality and absolute accuracy of indexing.

Starpoint is a national leader in the records management field, providing storage, scanning, document destruction and all associated services for hospitals, universities, municipalities, state departments, law enforcement, and large corporations throughout the United States.

Starpoint’s client list includes companies such as PPD, Denny’s, Nortel, and BlueCross BlueShield of North Carolina. For 30 years, we have provided HIPAA-compliant storage and managed records requests for hundreds of thousands of radiology film records for UNC Healthcare. We recently finished digitizing every patient record for Rex Healthcare in Raleigh, a project totaling nearly 20 million images, and we have scanned approximately 9 million total images of prison records for the North Carolina Department of Public Safety from its Raleigh headquarters.

We have current or very recent scanning contracts with Cherry Hospital, NC State University, Elizabeth City State University, UNC-Greensboro, UNC-Pembroke, NCA&T, High Point Public Housing, the NC Department of the State Treasurer, the NC Department of Health and Human Services, the NC Department of Environment and Natural Resources, Orange County, Wilkes County, Watauga County, Wayne County, Harnett County, Ashe County, Alleghany County, Greene County, Chatham County, Cabarrus County, Wake County, West Virginia University and Mission Healthcare, as well as for numerous hospitals and medical practices.

In addition to scanning all of the state’s prison records, Starpoint recently completed three other NCDPS projects: one for Victim Services, one for Staff Training and one for the SBI.

In addition to our expert staff, Starpoint's facilities are also well matched to the Department's needs. Starpoint's storage campus includes more than 64,000 square feet of secure storage space. We can store records for free for up to one year after scanning is complete or we could even return original records to the cabinets they came from, as we did for Orange County DSS.

Our facilities are fully HIPAA-compliant and meet or exceed all industry standards. Pender boxes will come directly to our secure scanning facility and will be kept in a secure, segregated area which is shelved and climate-controlled, complete with motion-sensor alarms, surveillance cameras, fire suppression, keyed and coded entry and vermin control. An elaborate system of sprinklers, protective shelving and concrete infrastructure will protect the records from disaster both during and after the digitization process.

All records in our custody are tracked by both physical locations and by activities (such as a record request from a container) from the moment they are loaded onto a Starpoint truck. We maintain absolute continuity of custody and utilize only our own fulltime, uniformed and bonded employees and vehicles for all aspects of new projects. All employees are subject to background checks, confidentiality agreements and random drug testing.

We will maintain accessibility to records throughout the scanning portion of the project at no cost beyond the stated per-image rate. Requested records will be located and individually scanned within one hour of any request. Digitized versions will be transmitted by a secure FTP connection or as encrypted PDF files sent by email. Starpoint can also accommodate physical deliveries to the county whenever needed.

While our primary market is the State of North Carolina, we have also completed many successful projects for clients outside of the State. For Erie County, Ohio's Job and Family Services Department, we scanned adoption, foster care and child protective services records. Starpoint packed all records onsite in Ohio, created inventory lists and applied barcodes to nearly 1,500 containers of records during a two-day intake process and then transported these records directly to our NC facility. For the past two years, Starpoint has been scanning millions of images of criminal and civil circuit court case records for jurisdictions throughout Virginia and West Virginia. Last year, Starpoint finished a large project for the City of Boston, packing and transporting nearly 1,000 boxes of HR and workers' compensation records from Boston's City Hall to Siler City for conversion. In NC, we more than half way through a new $750,000 scanning project for conversion of CSE and child protective services records for Forsyth County. That data is also being formatted for Laserfiche.

Our expertise, decades of experience, proximity and superior pricing make us a strong choice for Pender County. Our prior experience with all types of county records in NC also allows us to offer a level of pricing and flexibility that cannot be matched by our competitors, along with the comfort of proven capabilities.

Based on years of experience working on a variety of large scanning projects, Starpoint has developed a simple, all-inclusive, per-image pricing model for document imaging projects. This price includes all labor related to document preparation, actual scanning, indexing, quality control, data processing, data delivery and even one year of free storage for original hardcopies, if desired. It also includes all pick-ups and deliveries and on-demand access to records throughout the scanning project. For Pender County, this per-image rate will even include any empty containers which may be required to pack records and labor for packing them, representing thousands of dollars in savings for the county for this aspect alone. We are also offering free destruction services whenever authorized and free data delivery (no disk charges or postage charges).

Our pricing is absolutely transparent, with established rates and total image yields being the only variables that determine a project cost.

Vendors that add a component for hourly labor can ultimately claim whatever quantity of hours for a project they choose, and their clients will have a hard time contesting these claims and charges. Our pricing model evolved directly from working with the State and ensures no such billing surprises.

Our robust scanning software will allow us to index all scanned documents as required for Pender County. Digital files can be exported as TIFF or PDF files with logical naming conventions for short-term accessibility, and they can also be formatted for direct upload to any electronic document management platform, including Laserfiche.

Starpoint markets its own software platform called PaperVision for direct sales as an Enterprise Content Management solution, but most often we serve an intermediary role, formatting data for export into any electronic file management system a client may have independently purchased. Starpoint currently has export functions in place for more than 300 of these systems, including Laserfiche, Hyland OnBase, OmniDocs, Patagonia, Banner, DocuWare, FileNet, and more. In the uncommon event that a system is not already supported, we can typically develop a custom export function within 48 hours of a request. Starpoint's export functionality is an added value to provide the County with flexibility for the future.

All reports related to productivity (services/volumes), inventories and billing information are always available to our clients at no charge. We guarantee error-free scanning and have elaborate security and quality control plans in place to ensure the quality of our work. In the unlikely event that a mistake is made, Starpoint will correct the error at no additional cost to the County.

Starpoint will also work with staff from individual departments to customize individual quality plans and workflow models specific to new projects before beginning work. Starpoint can accommodate any schedule of pick-ups and deliveries that is most pragmatic. In Wayne County, for example, we are always available for site visits to measure file and estimate volumes. We can also complete sample scans in order most accurately predict image yields for a particular project and to work on the most logical indexing for a client prior to the start of any new subproject.

The County will have access to all records throughout the scanning process. Requests can be made by authorized employees by phone, fax, email or via of our secure client portal, RS-Web. This portal allows a hierarchy of user-access, and allows for requests, work orders, inventory queries and even editing of information associated with individual records or containers in our inventory.

Our RS-SQL barcoding system associates all of this information (container contents, physical locations, and activities such as requests) with every barcoded record or container we receive, providing constant tracking of their precise locations in our warehouse, and maintaining a digital footprint for the lifecycle of every record and container in our system. We will barcode all containers during each pick-up and utilize a transmittal process to define the contents of each container within our tracking system. This intake and transmittal process is free of charge for all scanning customers.

Our pricing for the scanning projects is based on an all-inclusive, per-image rate. For Pender County, we are offering the low rate of $0.056 per image for all standard projects (bitonal scanning with 4 indexes or fewer): This rate is significantly below our list rates for scanning, which start at $0.08 per image. It is identical to the rate we have in place with Wayne County now.

The price schedule includes modest set increases for color or greyscale scanning and for extra indexing beyond the first four. Starpoint also reserves the right to negotiate any exceptional projects, which are defined in the pricing section, on a case by case basis. It should be noted, however, that the vast majority of all county scanning projects we have completed in NC would be eligible for the lowest rate.

Despite the large number of unknown variables from one department to another (such as average file size, difficulty of prep work and average characters required per index field), we are offering this generous pricing based on past experience in other counties. The $0.056 per image rate will be available for all standard-sized documents with four indexes or fewer, scanned at 200 DPI, as long as cumulative index fields remain at 60 characters or fewer. Separate pricing for large format and for bound books are included in the pricing section of this proposal. Again, there will be no hourly fees or any other costs of any sort beyond the per-image rates.

Starpoint can begin work on any project, whether consulting for a prospective effort or actually relocating containers (or relocating a test container for scanning, if necessary) within one day of an award.

Starpoint, Inc., a C-Corporation incorporated in Raleigh, NC in 1989, does business as Starpoint Global Services.

This proposal is presented by Richard H. Ray, Jr., Director of Business Development for Starpoint Global Services, on behalf of Christoffel Verwoerdt, CEO. Mr. Ray is authorized to sign on behalf of Starpoint, Inc., and to negotiate contracts.

Starpoint Global Services is now headquartered in Siler City, NC, after having outgrown its original corporate headquarters in Chapel Hill. The mailing address is PO Box 845, Siler City, NC 27344. The physical address (for FedEx or UPS deliveries only) is 1311 N. Second Ave.; Siler City, NC 27344. The main phone number is 919-942-6666, and the fax number is 919-942-1400. Mr. Ray can be reached at the above address, or directly by phone at 919-923-1217, or by email at richard@starpointusa.com.

Starpoint is also a certified SBE (Small Business) via the NC DOT.

Starpoint fully understands the Project. Correspondences relating to this proposal and its evaluation can be directed to Richard H. Ray Jr. at richard@starpointusa.com or directly by phone at 919-923-1217.

Sincerely,

Richard H. Ray, Jr.
Director of Business Development
Starpoint Global Services

Additional Note: Starpoint received and acknowledges addendum 1 and addendum 2, which extended the submission deadline and clarified scope of services regarding project sizes and Laserfiche formatting. Our proposal remains unchanged. Pricing is valid regardless of project sizes, and Starpoint is experienced with exports to Laserfiche.

PROPOSAL EXECUTION

This proposal is submitted by Starpoint, Inc. (dba Global Services) in response to Pender County's RFP #24-254 Scanning Services.

I, Christoffel Verwoerdt, certify that I am authorized to contractually obligate Starpoint to the services offered, and have approved the prices quoted in this proposal. My contact information has been provided below.

Starpoint
Christoffel Verwoerdt, CEO
PO Box 845
Siler City, NC 27344
919-942-6666 (Phone)
919-942-1400 (Fax)
chris@starpointusa.com

Richard H. Ray Jr., Director of Business Development, is the person authorized to negotiate the contract on behalf of the organization, as well as the contact for clarifications. He is authorized to execute agreements on behalf of Starpoint, Inc.

Starpoint states that no assistance in preparing the response was received from any current or former employee of Pender County and that no County employee, or any member of his or her immediate family, has any financial interest in the outcome of this bid request. Starpoint states that no employee is related by blood or marriage to a County employee nor resides with a County employee.

This Proposal is submitted by: Richard H. Ray, Jr. on behalf of Starpoint Global Services.

Representative (printed): Richard H. Ray Jr., Director of Business Development

Representative (signed): Richard H Ray Jr

Mailing Address: PO Box 845; Siler City, NC 27344

Email Address: richard@starpointusa.com

Telephone (including are code): 919-923-1217

Fax (including area code): 919-942-1400

It is understood by the Service Provider that Pender County reserves the right to reject any and all proposals, to make awards on all items or on any items according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this request. Proposal is valid for 90 days from proposal due date.

Starpoint, Inc.	8/28/2023
Service Provider	**Date**
Signature	Christoffel Verwoerdt, CEO Printed Name, Title

B. **Executive Summary**

Executive Summary

Starpoint operates a large-scale company without sacrificing small-scale ideals. We do a better job than the corporate giants, and we do so at a better price. At the same time, we pride ourselves on our absolute accessibility to our clients. You will always be able to reach us, including holidays and after-hours.

Each project we begin will also have its own project manager, responsive to the specific needs of the originating Department. A scanning project manager will work with the client to outline a customized workflow suitable for the client's specific needs and addressing all unique characteristics for the particular project (such as indexing requirements and prospective challenges to document preparation). The project manager will coordinate and oversee specialized teams devoted to document preparation, to actual scanning, to indexing, and to page-by-page quality comparisons for eventual delivery of scanned data.

Starpoint maintains an executive team from its corporate office in Siler City, which is available to its clients all over the country. From this centralized team, we can address all matters of compliance and technical support as required, regardless of the client's location. Generally, we transport records to our Siler City facilities for scanning, storage, document management or destruction. In other cases, we deploy Starpoint staff to onsite locations for scanning projects or purges, often even providing training sessions to client staff to coordinate future internal efforts. Pender County will benefit from this proven structure, while enjoying the luxury of being only 80 miles from our national headquarters.

From the onset, the Pender County project will be coordinated firsthand by Starpoint's Director of Business Development, Richard H. Ray, Jr., and by VP and Chief Information Officer Clay Brinkley. These individuals bring more than 35 years of combined experience at Starpoint, including experience at all levels of projects comparable in size and specifics to Pender County's.

Mr. Ray will be the County's first point of contact and will orchestrate project timelines for each scanning phase, including container pick-ups and data delivery schedules. He will also coordinate the scanning of sample containers at the start of each new phase to ensure that all possible exceptions are addressed and that Starpoint and the client agree on all indexing conventions prior to the scanning project beginning in earnest. At Starpoint we take our time at the start of every project in order to master the anatomy of the files and to compete a back-and-forth dialogue with the client prior to accelerating through a project. For NCDPS, we spent one week on the first two containers and three weeks on the next 100. Once all exceptions had been identified and addressed, we then ramped up production to 100 containers every single week for the next eight months.

Mr. Brinkley will be responsive to all technical needs for the project. He is an expert in the Digitech suite of scanning software Starpoint uses. This software includes 300 proprietary export functions, including multiple export functions for Laserfiche.

All stages of scanning projects will be staffed by specialized Starpoint employees, many of whom have years of experience and many millions of images prepped, scanned or indexed. The Starpoint family is a family of experts, rooted in a foundation of longtime customers and our commitment to serve them.

All Starpoint facilities follow strict Policy and Procedure based on this delivery commitment, with reporting and corrective actions as key elements. Operations office, warehousing, delivery, document/data conversion and special projects teams are trained, and duties are strictly segregated to assure consistent and successful completion. Lastly, all facilities have the necessary personnel, proven tracking software and equipment needed to make 100% on-time delivery possible, physically or digitally.

Our comprehensive services eliminate problematic subcontractor outsourcing, and our proven processes ensure a seamless transition for the County, whether moving from prior arrangements with other vendors or initiating a scanning project for the first time.

We guarantee 100 percent image quality, 100 percent find ratios, simple and transparent pricing, and we even offer one year of free storage for original hardcopies associated with any scanning project. Requested records during the scanning effort can be digitally or physically delivered as required, assuring no disruption to the County during this transition to electronic recordkeeping. Our all-inclusive, per-image pricing eliminates costly variables such as hourly prep fees or data processing and quality control measures. Other vendors often offer a very attractive per-image rate, only to tack on huge additional charges for the work done before and after the actual scanning stage, which itself represents only a small fraction of the total digitization process. We anticipate that the labor related to document preparation and to data entry will be significantly greater than the labor for actual scanning. Our pricing is simple. One charge per imaged page. Nothing else.

C. Background and Experience

Starpoint is a small business (about 40 fulltime employees) that focuses primarily on scanning services ranging from smaller projects ($10,000) to very large projects ($750,000). There are giant companies that offer scanning as an afterthought but for which primary revenue streams come from areas such as software sales, configurations and support. At Starpoint we reside within a specified niche of expertise, content to wrestle with paper for our customers in order to create a useful digital version that is instantly retrievable and which meets legal retention requirements. We also specialize in targeting whatever document management platform a customer may have independently acquired (such as Laserfiche).

We are headquartered in nearby Siler City, North Carolina, but are a trusted provider of scanning services for customers from Atlanta to Dallas to Detroit to Augusta, Maine, and we will provide uninterrupted access to requested files throughout the project at no added cost. Starpoint is the vendor trusted for scanning services by the courts of WV and Virginia, the SC Attorney General, and the NC State Bureau of Investigation. In fact, the SBI vetted every single Starpoint employee and inspected our facility before awarding multiple scanning projects to Starpoint, including conversion of all active and inactive HR records.

Background and Experience

Starpoint was born from the State of North Carolina's needs for secure records management and quickly expanded as a national leader in the field.

As a self-storage facility situated on a large plot of land just a few miles south of UNC-Chapel Hill in the late 1980's, Starpoint began handling a growing volume of storage needs for the University and its hospital.

By 1990, Starpoint began working with UNC to build new storage buildings specifically constructed for their needs, which included medical records storage, inventory management, receiving of goods and document imaging. Starpoint Global Services evolved from a traditional storage facility into a sprawling complex of customized warehouses built to manage records and other assets for hospitals. This evolution continued, as Starpoint grew into a network of information centers located in 5 different states (NC, SC, MA, TX and TN), managing medical records for hospitals, practices, municipalities, corporations and universities nationwide.

Starpoint housed all of UNC's radiology film records and began to do the same for hospitals across the country. When a film study is needed, we digitize the x-ray from our facility and transmit the image directly into the hospital's digital radiology system.

Starpoint began offering scanning services more than 25 years ago. We scanned all of UNC-CH's human resources files and provided services to dozens of other departments throughout the University and hospital system.

During the past decade, Starpoint has scanned every single medical record from UNC's affiliate hospitals, including Rex Hospital (Raleigh) and Chatham Hospital (Siler City). We have since performed similar services for the HIM Department at Mission Health's Blue Ridge Regional Hospital (Spruce Pine), for Sanford Regional Hospital (Clinton) and for Cherry Hospital (Goldsboro). These projects were all substantially larger than the projects we typically see in county departments but involved the same needs for HIPAA-compliance, on-demand access to information during scanning and absolute accuracy of indexing for future retrievals.

Starpoint was selected to digitize all of the graduate school admissions and residency files at NC State University in 2011, and began a three-year scanning contract with DHHS (Division of Services for the Deaf and Hard of Hearing) soon after. Elizabeth City State University awarded storage and scanning contracts to Starpoint for management of all student records dating back to the 1800's, and we have current scanning contracts with

NC A&T, UNC-G, UNC-P and the University of Mount Olive.

Starpoint's client list includes PPD, Denny's, Nortel Networks, BlueCross BlueShield of North Carolina, the City of Raleigh and the City of Winston-Salem. Starpoint has completed expansive imaging projects for a vast array of clients, including Nortel, Crittenden Memorial Hospital, Carolina Center for Behavioral Health, McKinney Pediatrics, UNC-Chapel Hill, Asheville Heart, Lewisville Pulmonary Associates, BD Worldwide Medical, Metglas, Inc., Reichhold Chemical, Cary Audiology, Blue Ridge Regional Hospital, NC State University, the North Carolina Department of Health and Human Services, Central Dermatology Center, Chatham Hospital, West Virginia University, Erie County (OH), Celo Health, Bensalem Township (PA), the North Carolina Department of Environment and Natural Resources, Appalachian District Public Health, the North Carolina Department of Public Safety, UNC Gillings School of Global Public Health, the UNC Child Medical Evaluation Program, UNC Horizons, Wayne County government, and the North Carolina Department of the State Treasurer.

As referenced previously, Starpoint became one of only three approved vendors headquartered in North Carolina to meet requirements for enrollment in the state's scanning and data migration program available to all facets of state government by way of the State of North Carolina's Office of Information Technology Services. This contract was awarded to Starpoint after a lengthy public bid process and detailed review of our services by the State's Chief Information Officer in 2012. Both ITS and NCDPS reviewed all security protocols at Starpoint and conducted a site visit to inspect our facilities prior to awarding these recent contracts to Starpoint.

The NCDPS prison record scanning project was extremely labor-intensive for document preparation and included records on a variety of paper stock dating back 50 years in some cases. The files had to be subdivided into separate categories during preparation (Court, Correspondence, Victim, Parole, Detainers…), and further separated by chronological components within each of these subdivisions.

Until Starpoint began scanning these files, the jackets for every inmate in North Carolina occupied a large fileroom in Raleigh containing more than 500 5-drawer file cabinets. In April 2011, a tornado struck Raleigh, missing the NCDPS facility on Yonkers Road by a single block and leveling a shopping center there. Confronted with the realities of this near disaster, State legislators decided to create a digital file management system for NCDPS records moving forward.

Starpoint worked very closely with Softsol, the company eventually chosen to coordinate the design of this document management system, to develop an indexing scheme and document preparation methodology for the file conversion at NCDPS.

Once the electronic system was fully in place, NCDPS selected Starpoint for a separate contract award to digitize the entire fileroom of active inmates. This massive project involved nearly 4,000 containers worth of records, and Starpoint went to NCDPS every week to pack 100 new containers for transport to our facility and simultaneously delivered the data from the pick-up from two weeks prior. The project began in September 2013 and progressed on schedule to its completion in May 2014. In total, Starpoint has delivered approximately 400,000 separate digital files from 38,000 inmate records totaling nearly 9 million images.

In 2015, Starpoint was awarded an exclusive scanning convenience contract for the State of South Carolina for all projects involving maps, oversized drawings and bound books. This contract is available to all entities of SC State government and remains in place now.

In the past few years, Starpoint has been awarded new contracts by the State of Maine, the State of Kentucky, the West Virginia Supreme Court, Hamilton County, OH (Cincinnati), Lucas County (OH), the City of Boston, and the State of South Carolina Attorney General's office. We have also been scanning millions of images from court records for numerous courts throughout both Virginia and West Virginia.

Starpoint has been working with state and local government since the company began, and our specialty has always been the secure handling of sensitive records. UNC and its affiliate hospitals are state-owned. We have also completed dozens of projects for County governments, universities and school districts.

Starpoint owns and manages specialized facilities devoted to services such as document imaging, data management, film services (radiology and micrographics) and secure file storage, and also offers mobile onsite services such as staffed purges or scanning for clients anywhere in the region.

With more than 30 years of experience in document management and document imaging, we do a better job than anybody else in the industry, and we do so at a better price. At the same time, we pride ourselves on our absolute 24/7/365 accessibility to our clients.

Starpoint offers the security of trained and experienced fulltime employees, many of whom have worked for Starpoint for more than a decade. Starpoint is a one-stop shop, offering all associated services directly, free from reliance on any third party subcontractors or temporary staffing for scanning projects or offsite storage. We are fully HIPAA-compliant, maintain all applicable certifications and guarantee 100 percent find ratios for any requested files.

Starpoint was incorporated in 1989 and the CEO and sole owner is Christoffel Verwoerdt.

Starpoint focuses on scanning projects for customers nationwide, and also offers longterm storage solutions with on-demand scanning. The majority of our customers are municipalities, including state departments, universities, counties and townships, hospitals, health departments and school districts.

Local and Headquarter Offices

While Starpoint continues to serve customers on a national scale, we have consolidated our operation to a single location in Siler City, NC. From this facility, we provide on-demand access to records for our storage customers. We also pack, inventory and transport records from customer locations near and far to this facility for digitization.

The Pender projects will be managed directly by Richard Ray, Director of Business Development. He has 15 years of experience at Starpoint managing very similar relocation efforts and scanning projects. Technical aspects will be managed by Starpoint’s CIO Clay Brinkley, who has more than 25 years of experience at Starpoint. The project will also have assigned managers specific to document preparation, actual scanning and quality control reviews.

Starpoint is a reseller of the suite of software products developed by our partner Digitech Systems, but software sales are a very small part of our business, and we typically are targeting software platforms independently acquired by our clients. While Digitech is not a partner to any of our scanning projects specifically, we utilize the same software in-house to manage all conversion projects. Again, the scanning bureau is on a closed network with no internet connectivity, so the Digitech software resides on physical dongle keys used at each workstation. This software is what allows us to autopopulate data fields, to set project controls, and to format index fields. And most importantly for us, it allows us to package the data we have captured for export in a format specifically suited to whatever system a client already has in place.

Our employees must log into their work stations and only have access to assigned projects, and we can even recreate an entire keystroke history of an employee is necessary for auditing purposes. Client data is then stored on a physical hard drive assigned specifically to that project, with mirrored redundancy for emergency back-up (still no internet connectivity). And when projects are over, a customer can have us keep the data on their hard

drive or overwrite all of the ones and zeroes with zeroes using a scrubbing software that we have to complete erase digital data.

The number one challenge for our business is maintaining a constant flow of work to be done.
Years ago, we had the luxury of recurring customers. Hospitals, for example, might have us come in once a year to pack medical records that were now five years old, to take them offsite for scanning as part of an annual purge routine.

Today, there is very little recurring business. Far more often, new projects involve transitions to electronic recordkeeping and the scanning of entire legacy archives.

In the past several years, we have completed such projects for Sampson Regional Hospital, Wake County Social Services, Rex Hospital, Cherry Hospital, North Carolina Department of Public Safety's Combined Records (state prison records), Erie County Job and Family Services, and NC Department of Environmental Equality, just to name a few.

Pender County represents a rarer recurring model, as well as a potential source for large projects in the future (perhaps from DSS in an effort similar to what Forsyth and Wayne are doing now). Sizeable projects like those are desirable as they afford the opportunity to map out our resources for an extended period of time. In the NCDPS prison record project, for example, we packed 100 new boxes of records every week and simultaneously delivered data from the pick-up from 2 weeks prior. The project was mapped out over 9 months and ultimately included close to 9 million images of data created. To complete that project, we devoted approximately half of our scanning room staff exclusively to it, while the other half were available for smaller projects.

For Pender County, we can handle any projects, large or small.

Starpoint operates multiple shifts and we can scale up staffing when needed. We reside in one of the most educated areas of the country, a short distance from several major universities, but our primary goal is to keep a steady influx of work that keeps all of our employees employed, and there are obvious advantages to having smaller, expert teams working on each project rather than simply throwing as many people as possible at one to complete it quicker. In fact, many of our employees have been at Starpoint for between 10 and 20 years, in some cases representing more than half of their lives. And despite a landscape in which very few hospitals or doctor's offices are still managing any paper records at all, we have succeeded in maintaining a consistent and constant stream of work, even throughout the covid pandemic.

In a typical year, we process more than 22 million images for customers originating from nearly 10,000 boxes. That's 300,000 pounds of paper, managed by our staff.

Beyond the efficiency of Starpoint's scanning operation, perhaps the most comforting fact for our customers is that the scanning bureau is completely offline. There is no internet connectivity to any workstations, and no cell phones are permitted in the scanning room.

We assign mirrored hardrives to each new project. Data is encrypted at rest, and can only be accessed on the internal network by employees preassigned specific datagroups comprised of specific box ranges. At the completion of your project, we can maintain your harddrive of data in the vault with periodic testing, or we can overwrite all data with scrubbing software, or we can even hand the drive over to you, as we just did for Wake County CSE in Raleigh.

Unlike many of our competitors, we are not in the business of hosting data intended for remote access, and our customers therefore have zero vulnerability to an outside cyberattack.

Our facility is completely closed to the public and protected by round the clock surveillance, cameras, motion sensors, and fingerprint keypadded entrypoints. We have never had a breach of any sort in 32 years of business.

Nonetheless, we still carry cyberliability insurance, along with errors and omissions coverages specific to scanning projects. We also maintain SOC2 and ISO 270001 certifications for our scanning software from Digitech.

Starpoint will provide empty boxes and labor for packing them. In all cases, containers will be barcoded for tracking physical locations and all associated activities moving forward. Boxes will also be assigned alias numbers, such as P1, P2, P3 and so on. Boxes will be preassigned to specific datagroups, in which approximately 20 to 25 containers will be scanned in sequence.

D. Proposed Solution

While Pender County has opted for a single procurement event, its scanning needs are actually a tapestry of relatively small scanning projects originating from various departments and sub-departments throughout the County. In the future, it is possible that the same contract could be used for much larger backfile efforts, as well, such as for DSS.

Our expectation is that the County IT department will provide a consistent platform to house digitized documents, Laserfiche, but the indexing structures, project organizations and even the actual media to be scanned will vary greatly from one project to the next. In some cases, records will contain nothing but letter-sized documents and indexing requirements will be very straightforward. In other cases, targeted files may be in fragile bound books that are a century old, or may include maps and drawings which require a large-format scanned to digitize and an experienced vendor to marry these images to the associated paperwork.

Starpoint offers the perfect blend of experience with these specific projects, of dynamic hardware to process all applicable media, and of proximity to Pender County to offer flexible scheduling and seamless project planning.

We also offer secure physical storage options to compliment any scanning effort. In Harnett County, for example, we relocated approximately 5,000 containers of DSS records which will be available for scan-on-demand rather than as part of a comprehensive scanning project. And in Forsyth County, we are currently working on a scanning project of similar size, mapped out over two years for Forsyth DSS and CSE.

Any records that are part of a scanning project will be stored for one year after the completion of the project free of charge to provide additional peace of mind.

For each new project, Starpoint will work with administrators from the originating department to determine best practices for preparing and organizing the original files for scanning. We will also work with them to determine the most pragmatic indexing schemes for their files and will process a sample container to ensure that all questions and possible exceptions are addressed.

As stated previously, Starpoint has been providing these services to Wayne County for the past seven years. In fact, we won two separate bids for countywide scanning in Wayne, and we are offering Pender County the identical terms here. Whenever there is interest in a new project, the originating department has contacted us via Wayne County IT to schedule an onsite consultation. We view samples, take measurements and provide an estimate based on established pricing, estimated image yields and indexing requirements. Based on the information provided, the County then determines whether or not to proceed by issuing a purchase order for services. In other cases, services became annual events (such as for Tax-GIS and for Finance A/P.

Starpoint has never charged the County for these preliminary visits, and we can typically schedule them within just a few days of a request.

Client Relationship Management

Starpoint champions the mindset that a sale only begins the day a contract is signed.

The strength of our company is a foundation of long-term and repeat business, which obviously relies on superior customer service.

Our corporate management is always available to clients of all sizes, as are individual project managers and account managers. We guarantee a flawless find ratio and absolute image quality, and will immediately remedy any imperfections at no cost to our customer.

We value all customer input, and incorporate feedback into a system of overall quality control.

Starpoint can provide clients with daily, weekly or monthly reports on production levels.

Scanning project can be mapped out from the start, with destination containers assigned destination data groups and dates outlined for each phase of the project from pick-up to delivery.

Starpoint can also establish weekly or biweekly calls with a client to update production numbers and to address any questions or concerns that may arise during a scanning project.

We are absolutely accessible to our clients and will be absolutely accessible to Pender County.

While each project will have unique characteristics, Starpoint applies the same basic workflow structure to all scanning projects, creating an assembly line of productivity that ensures all records are handled flawlessly and that the project represents a smooth transition for our client from paper-based recordkeeping to an electronic environment. These steps are outlined in detail in the following section.

Our equipment and software

Starpoint utilizes the Digitech suite of PaperFlow scanning software for our conversion projects. This robust software allows us complete control over the actual images we produce, including automation of blank page drops and page orientation.

Advanced functions such as zonal OCR, barcode reading technologies and match and merge functionality (to autopopulate index fields tied to unique identifiers from an existing database) may or may not prove useful for project to project for Pender County.

Our physical scanners are made by Bowe Bell and Howell and come from the VRS Spectrum series. These scanners feature multifeed detection and can scan in color, grayscale or bitonal at a variety of DPS settings. Our scanners are industrial machines, capable of handling many millions of images each in their lifetimes.

Starpoint’s technical team is proficient in repairs and maintenance of all of our own hardware, a fact that allows us to keep our pricing lower than any of our competitors.

E. Quality Control:

Technical Response

The needs of Pender County outlined in this request mirror precisely Starpoint's greatest strengths.

We are familiar with all record types within DSS and other county departments in NC.

We have also completed far larger scanning projects for entire hospitals and State departments, and we have helped a number of counties enable their new electronic health records or document management systems by converting their remaining paper files to digital information in a useful manner.

These conversion projects meet all legal retention requirements, free valuable space and provide instantly accessible legacy files that are snapshots of an organization's records leading up to a new paperless system. They also provide a safety net of disaster recovery. In fact, the prison record scanning project completed for NCDPS was catalyzed by a tornado that missed the building where the original records had been stored by just one city block in 2011. These files included sensitive victim information, medical histories and the actual court orders which defined sentencing terms for all 38,000 of the State's active inmates.

Our established protocols for every step of the project – intake, transport, document preparation, scanning, indexing, data formatting and data delivery, as well as for continuous accessibility to files as needed during the scanning process – form a **Project Plan** which will ensure a seamless and error-free project for the County. This Project Plan will guide the hardcopy files from Pender County through an orderly progression of steps within our **Chain of Custody & Quality Assurance Program** as outlined below:

Assessment

For each new proposed scanning project within Pender County, Starpoint will send Richard Ray, Director of Business Development, for an assessment prior to the start of a scanning project. During the assessment, Mr. Ray will view sample documents, take linear measurements and discuss indexing requirements in order to create a specific project plan. The project plan will include estimates of the total containers needed and projected image yields to assist the department with budgeting the project. It will also include proposed timelines for relocation, scanning and data delivery.

Intake

Prior to removal and placement on a Starpoint truck for relocation to Starpoint, every container will be assigned a unique Starpoint tracking barcode, affixed to the container. An inventory of contents comprised of the first and last file contained in each box along with the corresponding Box number and Starpoint barcode number will become the backbone for the County's inventory within Starpoint's sophisticated tracking software, RS/SQL. From that moment on, the physical locations of each container will be constantly tracked and a virtual audit trail of all associated activities for each container will be recorded within our system. Inventory and activity reports are at any time free of charge.

Starpoint is accustomed to providing comprehensive services for its scanning projects and frequently packs client files directly from their shelves or cabinets into Starpoint containers during the intake and transmittal process. For medical records/social services relocations, we generally document only the first and last file that are packed into each box, and we pack files sequentially (either alphabetically or numerically, depending on the organization of the actual file room).

For Pender County, Starpoint is willing to provide labor for packing files or to collect pre-packed containers at the same all-inclusive scanning rate of $0.056 per image. The County may use its own containers or Starpoint's miracle boxes, which are self-forming 1.2 cubic foot containers and hold approximately 13.5 linear inches of records in each container. Whether the County uses its own boxes or Starpoint boxes will not affect pricing.

All files will remain in order throughout the move and the entire scanning process itself. Containers will be scanned in sequence into predefined Datagroups, which are each assigned to particular scanners by the scanning manager.

A full audit trail of all records in our possession will be recorded including physical locations and statuses in the scanning process: "Awaiting prep," "Prepped and awaiting scanning", "Scanned and awaiting QC", "QCed and awaiting export", "Exported and awaiting delivery" and "Data delivered" are examples of container statuses for this project.

All intakes of records involve the same intake process. We apply Starpoint barcodes and process transmittal sheets before transport. After transmittal, Starpoint will always know the exact location and status (and the "definition of contents") of that particular unit.

We will maintain original hardcopies at our secure storage facility for up to one year after completion of scanning for added peace of mind, allowing thorough evaluation of scanned data and comprehensive acclimation to an electronic recordkeeping environment prior to confidential destruction of original hardcopies.

Starpoint blends a systematic approach to each and every new project with years of experience to create a customized solution that is responsive to a customer's specific needs. Our corporate managers also provide direct communication with all new customers to guarantee that all preferences unique to a departmental project are considered during this process.

Document Preparation

After intake and transport, containers are prepped by specialized Starpoint staff (removal of staples/paper clips/post-it notes, repair of damaged pages and photocopying as necessary).

If a post-it note appears on a page, we will photocopy the page with the post-it present and scan that photocopy along with the original document with the post-it removed. This practice insures that no information is lost, nor presented out of its intended context. Photocopies are also used to protect particularly fragile or damaged pages from the scanners, as well as to enhance contrast or darkness levels when necessary to improve legibility or particularly faint pages. All of these enhancements require time and labor to complete properly, but they are necessary elements of this project.

Starpoint has decades of experience working with County files.

We learn the "anatomy of the file" for all of our new projects and typically accelerate through a project only after mastering the best practice for handling its unique document characteristics. We will make sure that all client preferences are articulated and adhered to during prep and scanning. For example, the County can dictate the order that different sections or doc types from the original hardcopy files appear in the digital versions.

For the NCDPS project, for example, Starpoint spent several days working on a single sample container. Based on this effort, we maintained open communication with the client to assure that all document categories were fully defined and articulated, and that all exceptions or unusual items were addressed. Once comfortable with this container, Starpoint spent the next three weeks working on the project's first 100 containers (equivalent to about 300,000 images). After these 100 containers were reviewed and approved by the client, Starpoint initiated

a pipeline approach to the NCDPS project, in which we packed and relocated 100 new containers every single week and simultaneously delivered the data from the pick up from 2 weeks prior. Starpoint scanned 300,000 or more images every week for the duration of the project and devoted only a fraction of our total resources to do so.

Actual Scanning

The actual scanning of documents is only one part of the digitization process as a whole, although its quality is obviously essential to the usefulness and integrity of the final product.

At Starpoint, documents are scanned at 200 or 300 dpi using our Bowe Bell+Howell Spectrum scanners with ultrasonic multi-feed detection to guarantee that no images are lost. These are high quality, industrial scanners capable of digitizing tens of millions of pages in their lifetimes. These scanners, in combination with our sophisticated scanning software that drives them, exceed all industry standards.

Starpoint utilizes the Digitech suite of PaperFlow scanning software which allows us to scan documents into segregated, organized data groups.

Each data group receives customized project settings which allow us to fine tune variables such as contrast, page rotations and resolution (DPI settings). The software also allows us to set a threshold of required data to keep an image which allows automated drops of blank pages, a requirement of this RFP. In other words, the cameras on our scanners will image the front and backs of every piece of paper, but only pages with information on them will be retained, so the County will never be charged for an automatically dropped blank image. For any bleed-through pages which are not automatically dropped, Starpoint will manually delete images during QC.

Internally, we manage images as Group 4 TIFFs, although PDFs and JPEGs are sometimes used (when color photos are present, for example). For export, we most often deliver single or multi-page TIFFs or single or multi-page PDFs. The scanning software also allows us to descew, despeckle and eliminate dark edges from the scanned images automatically.

During scanning, our staff members carefully document their scanning production on production sheets by container numbers, and record the document range represented in a specific data group for each container.

Scanning is done on an internal network of workstations only. There is no internet connection to any of our scanning stations, nor scanning servers, eliminating any risk of a data breach. Only authorized employees are ever allowed in the scanning facility, and all scanning staff must enter a password to access any data groups within PaperFlow.

Indexing

Indexing is typically done through a combination of manual and automatic means.

In some cases, indexing is completely automated. Starpoint can use zonal OCR to read index information from cover sheets that are form-based, since the required index information is always in the exact same part of the page.

In other cases, we rely on unique identifiers and then autopopulate related information from a client-provided database. For clinics, a master patient index can often allow us to autopopulate names and dates of birth from just a medical record number. If an account number is added, we can often populate dates of service.

For Pender County, if provided a database that associates client names with case numbers, for example, we can add these additional demographic index fields at no added cost.

Depending on how case numbers/PO numbers appear on these documents, it is possible that zonal OCR could be useful, however we anticipate that most if not all indexing will be entered manually.

Inserted coversheets will be used when necessary to slice each hardcopy file into the appropriate subfolders and to document this classification in a second index field. The very same process was used flawlessly for NCDPS and for numerous medical practices in recent projects.

Once a datagroup is closed, we will export all documents as TIFFs or PDF's, as directed by the County. We can format index fields like train cars which are hooked together to create filenames in the structure requested by the County. These logical file names can provide immediate access to the information for the originating County. Simultaneously, we will format all data for loading to the Laserfiche platform.

Quality Assurance

We guarantee error-free scanning and have elaborate security and quality control plans in place to ensure the quality of our work. In the unlikely event that a mistake is made, Starpoint will correct the error at no additional cost.

Quality control involves two separate but essential tasks: verifying absolute accuracy of indexes and reviewing the image quality of every scanned page.

A QC specialist will review the data group document by document, and page by page.

The first thing they will do for every document is check that the first and last page of the document match the indexes for case number (and/or the parties associated with this case number). They will also review that the first and last pages are classified according to the correct subfolder, and that all other indexes are also correct.

If the County elected to provide a database associated with any unique identifier (such as a case number or PO number, for example), Starpoint can autopopulate any other demographics contained in the database automatically from the manually keyed unique ID.

For a social services project, for example, each record may have a unique case number. A DSS department might elect to have this case number serve as an index field and may not choose to have a client name. Even if the client names were not required or desired as part of the final data, the names could be used as an additional safety net during QC. If a name that autopopulated matches the information on the screen, for example, the QC staff member knows that the case number was keyed correctly by definition. If the wrong name, or if no name autopopulated, then the QC staff will investigate and take corrective action. The use of a master index in this manner obviously relies on the existence of such a database (which may be in the form of a text file, CSV file or spreadsheet). It is unknown if these techniques will be useful for any of the prospective Pender County projects, but Starpoint can employ these strategies whenever practical.

Whether or not a match-merge strategy is available, QC staff will review all indexes for accuracy, and if the QC staff member discovers a document for which an index is incorrect or miskeyed, they will make corrections on the spot. If two files have been scanned together, the QC specialist will create a document break and index the new document.

In our recent project for NCDPS scanning prison records, a total of three errors were identified out of more than 350,000 separate digital files created. Each inmate jacket included an average of 10 separate sections and each of these sections required 4 indexes. This equates to a total of 1.4 million index fields and 3 mistakes (an accuracy rate of 99.99978%).

After indexes are verified for each document, it will then undergo a quality control process to ensure image quality and completeness, during which each scanned image is reviewed for clarity compared to the original.

During this process, the QC member will also rotate pages manually whenever necessary and delete any “bleed-through” pages which are actually blank but were not dropped due to dark markings on the front side of the page, to very light stock or to aged and discolored paper.

Data Formatting

For all of the benefits of our PaperFlow software during the scanning process, its most substantial strength is its robust flexibility for packaging and exporting the data we produce. Our scanning projects all work in the same basic ways (Chain of Custody, Document Preparation, Quality Assurance), as documents pass through an assembly line of the digitization process. But a scanning project is only useful if the resulting data can be presented in a way that is logical, accessible and compatible with a client’s workflow.

As stated above, Starpoint can deliver data to Pender County formatted for loading directly to Laserfiche. As a back-up for short-term access, Starpoint can also deliver TIFF or PDF files with logical naming conventions constructed from index fields directly to the originating departments. This output will create a virtual library of files that will allow users to search for files by any fragment of an index value.

Again, as an added value, Starpoint can offer assistance with more complicated exports directly into a County document management, as well. PaperFlow allows us to target more than 300 different systems already, and we guarantee that a customized export can be developed whenever necessary.

Project Execution Plan

As described previously, Starpoint can accommodate the County’s financial constraints by offering a flexible combination of scanning services and offsite storage options.

For Erie County, Ohio, for example, we relocated all social services files in a single move. Initially, we scanned records until we had processed 1.5 million images. At that time, we continued to store remaining files free of charge until the next fiscal year began. At that time the scanning project resumed until completed.

Starpoint can provide the same flexibility to Pender County. We are willing to hold additional records for up to a full year at no cost until additional funds become available for any substantial scanning project, although it is our expectation that a large portion of the project will be funded at the start.

If funding to complete the project remains unavailable a year after the completion of phase 1, Starpoint can offer continued storage of hardcopy records at our standard storage rates.

Starpoint will maintain an absolute chain of custody of records. No records will be loaded onto the Starpoint truck prior to transmittal and barcoding, which allows us to track physical locations of containers in our custody at all times.

Starpoint will present a signed work order (to be signed by a County representative, as well) detailing all containers (by box number and barcode number) which are picked up from the County. There will be a customer copy and a Starpoint copy for all work orders.

Inventory and activity reports are always available to our clients at no charge.

Files will be delivered directly to our scanning facility, and containers will be organized numerically prior to processing (prep, scanning, indexing, QC…).

Starpoint will likely spend a day or two processing the first container very slowly. This strategy is used for us to evaluate best practices for handling any unexpected document types or situations which may require costumer input to determine the best approach for handling. Examples of these situations might include unclassified document types, for example). Once we are confident that all of these situations have been addressed fully with the client, we will accelerate through the project.

File Retrieval Access

The County may request an individual file at any time during the scanning process at no cost. Requested files will be located and individually prepped and scanned for a digital transmission. This digital transmission can be by email using password-protected PDF files, by secure FTP transmission or even by fax. Requested files are generally transmitted within 30 minutes of a request.

Risk Management

Risk management is at the center of all facets of records management.

In an age of electronic recordkeeping, information has become vastly more useful, accessible and dynamic, in terms of freedom of information, medical advancements and innovation.

At the same time, information has become vastly more vulnerable, as well, vulnerable to both negligent breaches and to malicious misuse.

The federal government requires self-reporting for all breaches of sensitive information such as personal medical records and is empowered to hand out fines in the millions of dollars for violations. Starpoint began as a manager of medical records, and the majority of Starpoint's clients are still hospitals and practices. We are fully HIPAA-compliant, both in our management of physical records and of electronic data. We maintain all applicable certifications, retention schedules and insurance policies, including professional liability and errors & omissions coverage specific to scanning projects for vendors such as Starpoint

Our facilities are secure and climate-controlled, complete with access codes, alarm monitoring, heat sensors, smoke detectors and early warning systems.

Starpoint uses its own employees and vehicles for all of its services and maintains a continuous chain of custody for the lifecycle of client records. Our employees are bonded. Starpoint performs criminal background checks and random drug testing. Employees are uniformed and wear Starpoint ID badges. Employees also receive specialized training regarding privacy laws, and all sign confidentiality agreements.

Our data is only delivered in person or via a secure, encrypted VPN connection. We maintain redundant copies of raw data for our scanning projects when desired at no cost to our scanning customers. These copies serve as a back-up in the event of a customer's system failure or loss due to a natural disaster. Starpoint also maintains vaulted, fireproof storage for data tapes, discs and back-up servers.

To date, Starpoint manages millions of radiology jackets and medical records, and has scanned tens of millions of medical records for hospitals including UNC Healthcare and Rex Hospital, all without a single breach.

Your records are safe with Starpoint.

F. CUSTOMER REFERENCES

Agency/Company Name: NC State Bureau of Investigation

Street Address: 3320 Garner Road

City, State and Zip Code: Raleigh, NC 27610

Contact Name: Thomas Caves, Business Manager

Contact Phone Number: 919-208-8958; email: TCaves@ncsbi.gov

Date Service Provided: 2018 to present

Agency/Company Name: Wayne County NC

Street Address: 401 N. Herman St.

City, State and Zip Code: Goldsboro, NC 27530

Contact Name: Chris Cowan, Senior IT Systems Engineer

Contact Phone Number: 919-731-1605; email: chris.cowan@waynegov.com

Date Service Provided: 2015 to present

Agency/Company Name: Forsyth County DSS / CSE

Street Address: 741 Highland Ave.

City, State and Zip Code: Winston-Salem, NC 27101

Contact Name: Jennifer Tubbs, Division Director

Contact Phone Number: 336-703-3619; email: tubbsjh@forsyth.cc

Date Service Provided: 2022 to present

G. Pricing

Our pricing is concise and logical. We offer one, all-inclusive per-image price for scanning projects. This rate is truly all-inclusive, and accounts for intake of new inventories, transport, prep, scanning, indexing, QC, data formatting and data delivery. All labor for packing files and the empty boxes themselves are also included, potentially saving the County thousands of dollars. We also offer one year of free storage on original hardcopies and all raw data from the scanning effort.

The rate we offer is based on variables that make a project harder or easier to complete. As stated previously, we offering Pender County the very same unprecedented discounts we have in place with Wayne County now **($0.056 per image, all-inclusive, for up to 4 total indexes per document as long as indexes total 60 characters or fewer).** Our recent scanning project for Dodge County, GA, by comparison, was awarded to Starpoint for $0.10 per image.

The 5.6 cents per image rate is good for all black and white scanning at 300 DPI for documents.

Each additional index beyond the four included (with one index being the disc number to be delivered), will add $0.003 to the per-image rate.

Greyscale scanning would add $0.005 per image and color scanning would add $0.01 per image.

Oversized scanning is available for $1.25 per image and includes maps and drawings which may be found in environmental health or planning departments, for example.

Scanning of bound books which can be disassembled is available for the same $0.056 per image, as long as pages are less than 11 inches wide. For bound or oversized books, pricing will be determined on a case by case basis depending on the width of spine (thickness) and the actual page sizes). Sample scenarios with applied pricing based on specific indexing and scanning requirements are shown below.

Scanning Category	All-Inclusive, Per-Image Rate	Price per 1,000 Images
Standard (300 DPI bitonal with 4 indexes or fewer, 11 x 17'' or smaller)	$0.056	$56.00
Standard (but with 5 indexes)	$0.059	$59.00
Standard (but with 6 indexes)	$0.062	$62.00
Greyscale (300 DPI grayscale with 4 indexes or fewer)	$0.061	$61.00
Greyscale (with 5 indexes)	$0.064	$64.00
Greyscale (with 6 indexes)	$0.067	$67.00
Color (300 DPI color with 4 indexes or fewer)	$0.066	$66.00
Color (with 5 indexes)	$0.069	$69.00
Color (with 6 indexes)	$0.072	$72.00
Oversized Scanning (can be bitonal or color)	$1.25	$1,250.00
Bound Book Scanning – 300DPI bitonal (can be disassembled)	$0.056	$56.00
Bound Book Scanning – 300DPI bitonal (cannot be disassembled)	Tbd based on specific characteristics	TBD

The above prices are truly all-inclusive and cover all required assessments, labor to pack files, actual containers, transport, prep, scanning, data entry, QC, data formatting and data delivery. The rates also include 1 year of free storage after scanning and on-demand access to files needed during scanning at no additional costs. Return of originals or destruction services are also available upon authorization at no added charge.

Actual project costs will be based on actual image yields, which will be invoiced monthly based on production numbers.

The rate schedule is available for all standard projects. Starpoint reserves the right to negotiate adjusted pricing for any projects with exceptional characteristics in cases where both parties agree that labor requirements are increased as a result. Examples of "exceptional projects" could include particularly sparse records (averaging five pages or fewer per required indexing set), damaged hardcopies (water/mold/age) which require added labor for prep and for imaging, records that require reconstruction after scanning (restapling/rebinding), records that require significant reorganization and subdividing (scanning by doc types instead of as one doc per physical folder), records that require cross-referencing to determine indexes (such as locating medical record numbers in a database for patients when those numbers are not written on physical folders), and any other unanticipated challenges to efficiency (such as having to remove each page from plastic laminates, or having to process particularly fragile material (such as old trifold court records or vital records).

It should be noted that during the last seven years in Wayne County and again during the current year there on the updated contract, Starpoint handled a wide variety of projects, each with unique challenges and characteristics, without requiring any adjustments to the established rate schedules. It is unlikely, that the County will have any new projects that we would argue as exceptional, but it the cases described above, the per-image rates would typically go up by about 2 cents per image.

Again, it is not our expectation that any Pender projects would be considered as "exceptional projects."

We also strongly caution the County against any vendor that includes hourly labor components. These companies can list attractive base rates, but often add inflated hours to invoices after the fact, which can be difficult for customers to dispute. At Starpoint, we know that our pricing cannot be matched, and our billing remains simple and transparent throughout, so you will have no surprise expenses. Again, the rates are all-inclusive, so all of the following services will be provided at no added cost:

Additional Services Pricing

Service/Product	Normal List Rate	**Price for Pender County**
Labor for Packing Files	$29/hour	**Included in Per-Image ($0)**
1.2 cubic foot Miracle Boxes	$2.75 each	**Included in Per-Image ($0)**
Intake (application of barcode and data entry to define contents of each container in our tracking system)	$1.50 per barcoded container	**Included in Per-Image ($0)**
Transport	$1.95 per container	**Included in Per-Image ($0)**
Hourly Labor (Document preparation, QC, Data Formatting)	$45/hour	**Included in Per-Image ($0)**
Destruction Costs	$0.16 per pound	**Included in Per-Image ($0)**
On-Demand Requests	$2.75 refile/retrieval plus $0.08 per image	**Included in Per-Image ($0)**

Starpoint has included our standard price list at the end of this section for the County's reference for all services outside of the scope of this scanning project(s). For scanning projects, the rates established in this proposal supersede any related pricing from our standard list.

Allied States Cooperative

Most of Starpoint's business originates from public bids. As the result of a public bid for a la cart scanning services, Starpoint was awarded a scanning contract by the group purchasing organization called the Allied States Cooperative 3 years ago. The Allied States Cooperative is free for municipalities, school districts, and courts to join and has hundreds of members nationwide which can access its vendor contracts to award purchase orders without having to issue a public bid of their own. Since winning this contact, we have had several new customers (including Southampton County Circuit Court and Scott County Circuit Court (both in VA), and the City of Germantown (TN), that opted to join the ASC to access our scanning contract and to meet due diligence requirements toward making an award for services. In Virginia, there have been ten new circuits which did not even have to join the ACS, but which justified awards by piggybacking off of the Southampton agreement.

When a municipality does opt to use the ASC as a procurement method, Starpoint reports paid invoices back to the ACS and pays a small percentage fee based on earnings that come directly from the ASC agreement. Pricing on the ASC contract is set up similarly to the pricing we presented to Wayne County before and to Pender County in this proposal now. When a municipality opts to use the ASC contract, we can negotiate rates that are equal to or lower than those established in the ASC contract with a member entity to execute a specific contract agreement.

The ASC summary pricing includes:

$0.072 per image up to 3 indexes for 5 or more pages per doc
+$0.003 per image for each added index field
$1.25 per large format
$0.095 for exceptional (under 5 pages per file or unusual characteristics affecting labor) with 3 indexes (4 pages or fewer)

Additional details regarding the ASC (membership and background) and the scanning contract specifically can be provided upon request.

Availability of Contract Terms to Other Counties and Municipalities

Should Starpoint be awarded a contract by Pender County for Scanning Services, the terms of this contract shall be available to any other municipality in North Carolina or its bordering states.

The following price list is <u>for reference only</u> and applies to services outside of the scope of this proposed project. The all-inclusive, per-image rate of <u>$0.56</u> covers all aspects of basic scanning projects for Pender County, including pick-ups and deliveries, on-demand access, prep, scanning, indexing (up to 4 fields), quality control, data formatting, data export, and data delivery. Starpoint will also accommodate pacing of the project by storing excess files for up to one full year after an initial scanning phase is complete until additional funding becomes available. Empty containers, labor for packing them, and return or destruction of originals is also included at no cost.

SCHEDULE A

Starpoint Global Services
Price list as of January 1, 2019

Records Management

Monthly Storage Charges	(Minimum Storage Billing: $60.00)	
Secured Box Storage per cu ft /mo		$ 0.275 / cubic foot
Secured Box Storage (1.2 cu.ft.) /mo		$ 0.33 each unit
Secured Box Storage (2.4 cu.ft.) /mo		$ 0.60 each unit
Secured Bankers (check) Box /mo		$ 0.28 each unit
Secured X-ray/File Storage /mo		$ 0.05 each unit
Generation of Inventory		
New Box Input		$ 1.50 each unit
New File Input		$ 0.75 each unit
X-ray		$ 0.75 each unit
Retrieval		
Box		$ 2.75 each unit
File/Interfile		$ 2.75 each unit
X-ray		$ 2.75 each unit
Re-file		
Box		$ 2.75 each unit
File/Interfile		$ 2.75 each unit
X-ray		$ 2.75 each unit
Delivery & Pick Up		
Boxes/Files		$ 1.95 each unit
Dock staging		$1.75 each unit
Pick Up/Delivery (within 30 miles – includes first unit)		$ 15.50 per trip
Pick Up/Delivery (over 30 miles – includes first unit)		$ 40.00 per trip
Rush Trip Charge	(after 11AM, before 5PM)	$ 47.50 per trip
Rush Trip Charge	(all other hours, weekends, holidays)	$ 85.00 per trip
X-ray Digitization		$ 3.50 per film
Permanent Removal		
Box/File (payable in advance)		$ 4.95 each unit
X-ray		$ 0.60 each unit
Secured and Certified Destruction		

Box/File	$ 0.16 per lbs
X-ray	$ 0.00 per lbs
Certificate of Destruction	No Charge

Other Services

Software Support	$160 per hour
Storage Box and Lid	$ 2.75 each
Priority Search, Box/File	$ 25.00 per search
Priority Dock Access (access within 2 hours, or same day after 11:00 AM)	$ 9.00 per event
Dock Access Box/File	$1.75 each
Photo Copies	$ 0.40 per page
Mail/FedEx Service	Actual plus 20%
Labor/ Man-hour	$ 45.00 per hour
Facsimile	$ 0.40 per page
Reports	No Charge

Media and Vital Records Management

Monthly Storage Charges (in vault) (Minimum Storage Billing: $40.00)

Tape Reel (In Racks)	$ 0.42 each unit
Tape Cartridge	$ 0.29 each unit
CD-ROM	$ 0.29 each unit
0.75 cu. ft. turtle")	$ 3.10 each unit
Container: (1.2 cu.ft.)	$ 4.15 each unit

Generation of Inventory

New Tape/CD Input	$ 1.50 each unit

Retrieval

Reel/Cartridge/CD-ROM	$ 1.75 each unit
Container	$ 1.75 each unit

Refile

Reel/Cartridge/CD-ROM	$ 1.75 each unit
Container	$ 1.75 each unit

Delivery & Pick up

Reel/Cartridge/CD-ROM/Container	$ 1.25 each unit
Pick Up/Delivery (within 30 miles – includes first unit)	$ 12.50 per trip
Pick Up/Delivery (over 30 miles – includes first unit)	$ 30.00 per trip
Rush Trip Charge (after 11AM, before 5PM)	$ 37.50 per trip
Rush Trip Charge (all other hours, weekends, holidays)	$ 75.00 per trip

Permanent Removal

Reel/Cartridge/CD-ROM/Container (payable in advance)	$ 3.95 each unit

Other Services

Mail/FedEx	Actual plus 20%
Priority Search	$ 19.00 per search
Priority Dock Access (access within 2 hours, or same day after 11:00 AM)	$ 6.00 per event
Dock Access	$1.50 each
Labor/ Man-hour for inventory & repacking	$ 39.00 per hour
Reports	No Charge

Document Imaging

Suggested pricing only, actual may vary based upon sample

Imaging

Project Admin, Preparation & Set-up fee	$ 300.00
Project Admin, Preparation & Set-up fee w/ PaperVision	$ 350.00
Project Admin, Preparation & Set-up fee w/ ImageSilo	$ 350.00

Document Scanning**

8.5 x 11	$ 0.08 per image
8.5 x 14	$ 0.08 per image
11 x 17	$ 0.15 per image
17 x 22	$ 0.70 per image
22 x 34	$ 0.95 per image
28 x 40	$ 1.00 per image
34 x 44	$ 1.10 per image

Prep & indexing	$ 39.00 per hour

PaperVision Enterprise Software

1-9 seats	$ 1500 per seat
10-99 seats	$ 1200 per seat
99+	$ 1000 per seat
Annual maintenance	$ 300 per seat

PaperVision Xpress Software	$ 750 per seat
Annual maintenance	$ 250 per seat

Starpoint Silo Web Retrieval

Monthly storage Charge	$ 50.00 per 1 GB
Software Support	$ 140.00 per hour
Site visit	$ 250.00 minimum
Support call	No Charge

Destruction Services

Confidential Pickup and Destruction	$ 40.00 / bin / visit*

*Once a week service minimum/console supplied during term of service

Confidential Console Purchase	$ 150.00 each
Box/File/Paper	$ 0.16 per lbs

Other Storage

Other Storage / Floor Space/month	$ 2.75 per sq. ft.

Please note that these prices are subject to change depending on volume of storage

REQUEST FOR PROPOSALS

Scanning Services

RFP # 24-254

Issued: August 3, 2023

Questions Due: August 21, 2023 by 8am

Sealed Proposals Due: August 30, 2023 by 12noon

Issued by:

PENDER COUNTY FINANCE
Trisha Newton, Purchasing Manager
805 S. Walker Street 1578 ● Burgaw, NC 28425
Phone – 910.259.1281 ● Fax – 910.259.1574
Email – purchasing@pendercountync.gov
www.pendercountync.gov

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Introduction

Pender County is seeking scanning services for various county departments and needs. The primary project will be converting paper records to digital files for the Department of Social Services. There may be additional projects throughout the year. The county is seeking a one year contract to accommodate additional needs as they arise . The awarded vendor will be responsible for collection, transportation, scanning, indexing, document storage during project and shredding/destruction of documents once digital files approved.

Scope of Work

The county is seeking professional, efficient and quality conversion of business records from paper to digital form. Due to the sensitive nature of county documents—varying from DSS files to potentially employee records—the vendor must ensure that all employees with access to Pender County records have passed a criminal background check, signed a confidentiality agreement, been educated to HIPAA compliance and are committed to adhere to all applicable North Carolina and Federal laws. All electronic files must be stored on a secure network and server.

The vendor will be responsible for collecting the records (including labeling boxes as necessary) from our offices in Pender County NC and transport them for offsite conversion. In preparation for scanning, the vendor may have to remove staples or clips. The vendor must have a procedure in place to scan both single sided and duplex pages to produce a minimum 200 dpi (black and white) binary raster file. Most pages will be 8.5”x11”, but there may be an occasional legal or ledger size documents. All files will need to be indexed with up to five fields. (Due to the added expense, OCR is not requested.) Sample scans will need to be provided and approved before the vendor proceeds with the project.

In additional to prepping and scanning documents, the vendor must have quality control procedures in place. The complete page must be captured. Images cannot be distorted, blurry, crooked or speckled. The image should be a true representation of the original document and fully legible.

Once the scanned files are accepted by Pender County, the vendor will be responsible for proper destruction of the original documents. A statement of destruction ensuring proper chain of custody must be provided. Ideally, the initial project for DSS can begin as soon as possible an be completed within 3-4 months.

Access to Records

If Pender County requires access to records while in the custody of the awarded vendor, the vendor must provide require records within 24 hours. In the event of a true emergency, the vendor must provide the record within 4 hours. Any potential requested access is anticipated to be minimal.

Questions

Any questions related to this RFP or the service to be provided should be directed to should be submitted in writing via e-mail to **purchasing@pendercountync.gov** by August 21, 2023 by 8:00am EST. The **subject line shall be RFP # 24-254 Scanning Services**. Answers will be provided via an Addendum.

Submittal Process

Proposals shall include a statement of how the vendor operates and complies with the confidentiality and the handling of personal identifiable information. Three references on similar projects must be included. Additionally, a general timeline for the initial DSS project must be provided. A breakdown on price for transportation, per page scanning (may be tiered) and indexing, per box shredding, as well as any other fees must be presented in an organized format. Additional information for the County to review and consider is permitted, so long as the entire Proposal does not exceed 20 pages (8.5”x11”, double sided permitted). Should there be any way you cannot fully comply, you must detail any exceptions in writing in the Proposal. Vendors may submit multiple proposals.

Proposals are due on or before 12:00 noon on August 30, 2023. The submittal package should be clearly marked “RFP # 24-254 Scanning Services” and identify the company submitting the proposal. Proposals

shall be addressed to the attention of Trisha Newton, Purchasing Manager at the one of the following addresses:

By Mail:	**In Person / By Courier:**
Pender County Purchasing Attn: Trisha Newton PO Box 1578 Burgaw, NC 28425 **Mark Envelope:** RFP # 24-254 Scanning Services	Pender County Purchasing Attn: Trisha Newton 805 S. Walker St. Burgaw, NC 28425 **Mark Envelope:** RFP # 24-254 Scanning Services

All responses submitted become the property of the Pender County Government. Submitting a proposal in response to this RFP does not commit Pender County to award a contract or pay any costs incurred in the preparation, or travel to Pender County. The County will not consider late proposals or be liable for misdirected mail/packages. Additionally, the County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals.

Selection Process

A team of Pender County staff will review submission and select the best overall proposal to recommend to the Board of Commissioners for award of the contract. Pender County reserves the right to allow or disallow minor deviations from the scope to purchase what is best for the County from a standpoint of quality, price, and services to be rendered.

The contract term will be for one (1) year. The contract may be renewed for two (2) additional one (1) year terms upon mutual agreement by both parties. Modifications and/or changes to the contract including but not limited to cost and services shall be in writing and approved by both the contractor and the County. Either party may cancel the contract by providing the other party a (30) day's written notice of cancellation.

The vendor must submit monthly invoices and shall receive payment by mailed check or Electronic Funds Transfer (EFT). An electronic form is required for the latter and Pender County Finance will require verification of the deposit account. The County offers Net 30 payment terms. The vendor will have the option to bill for completed work monthly or at the end of each project.

Terms and Conditions

Services performed shall be in full compliance with any and all applicable state, federal, local, or other relevant regulations regardless of whether or not they are referred to in this RFP.

The standard Pender County Vendor Terms and Conditions will apply and can be viewed at http://www.pendercountync.gov/vendortermsandconditions/. All M/WBE and HUB are encouraged to respond.

-END-

REQUEST FOR PROPOSALS

Scanning Services

RFP # 24-254 – Addendum 1

Issued: August 28, 2023

Extended Questions Deadline: September 1, 2023 by 8am

Proposals Due: September 15, 2023 by 12noon

Issued by:

PENDER COUNTY FINANCE
Trisha Newton, Purchasing Manager
805 S. Walker Street 1578 ● Burgaw, NC 28425
Phone – 910.259.1281 ● Fax – 910.259.1574
Email – purchasing@pendercountync.gov
www.pendercountync.gov

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Scope of Work

In addition to the original scope of work, scans must be compatible with Laserfiche.

Submittal Process

Please provide pricing for projects of varying sizes. For example, we currently have needs for one project estimated to be 10,000-15,000 images and another estimated to be 2,000,000-2,500,000 images. Please provide pricing details ranging for small projects to large projects in excess of 2,000,000 images.

The deadline for proposals has been extended to Friday, September 15, 2023 at 12 noon. Proposals may be submitted electronically to purchasing@pendercountync.gov.

-END-

Standard Service Agreement

This Standard Service Agreement (the "Agreement"), is hereby made by and between Pender County and Scanning America ("Supplier"), which is a corporation organized and operating under the laws of Kansas and having its principal place of business at 1440 N Third Street Lawrence KS 66044. This Agreement, with Pender County is a contract for RFP # 24-254 Scanning Services, is for the performance by Supplier of the following services, as summarized below and further detailed in Attachment A – Statement of Work:

Overview of Services
Scanning America is familiar with the project requirements and will apply our proven methodologies. This experience has been gained from successfully implementing an imaging solution for hundreds of large clients.

1.General
a) Supplier represents and warrants that it is appropriately qualified and authorized to do business, and that supplier will comply with all federal, state, and local laws regarding registrations, permits and licenses of any kind that are required to perform services pursuant to this Agreement.

Services shall begin on _____ (the "Start Date").

b)Supplier shall provide services, and Pender County shall pay for the services, pursuant to the terms and conditions of this Agreement; provided, however, that Pender County will not pay for any such services until a written or electronic Purchase Order has been issued or this Agreement has been executed by both parties.

2.Tax Exemption
For tax exemption purposes, Pender County is exempt from Sales and Use Taxes.
Pendor County shall pay Supplier for the performance of these services based on the unit prices in below.

3.Billing Requirements
a) Pender County shall pay proper invoices submitted by Supplier within thirty (30) days of receipt of such invoices. The supplier will submit monthly invoices and shall receive payment by mailed check or Electronic Funds Transfer (EFT). An electronic form is required for the latter and Pender County Finance will require verification of the deposit account.

Invoices are to be sent
to_____

PO-based invoices may also be emailed to:_____

b)In order to be considered proper, invoices issued by Supplier pursuant to this Agreement must display the purchase order number if provided, an invoice number.

4.Term and Termination
This Agreement shall be effective as of the Start Date and shall continue in full force and effect until the End Date, unless terminated earlier pursuant to this section. Pender County may terminate this Agreement for convenience at any time and without cause by delivering thirty (30) days' written notice to Supplier. In the event of termination, unless expressly provided otherwise in this Agreement, Pender County shall pay Supplier for actual services provided by Supplier to Pender County pursuant to this Agreement through the effective date of such termination.

The contract term will be for one (1) year. The contract may be renewed for two (2) additional one (1) year terms upon mutual agreement by both parties. Modifications and/or changes to the contract including but not limited to cost and services shall be in writing and approved by both the supplier and the County.

5.Indemnification
Supplier shall indemnify, defend, hold harmless and reimburse Pender County against and from all claims, demands, liabilities, suits, damages, costs and expenses of any nature arising from or relating to Supplier's negligence or a breach of any of Supplier's representations, warranties or obligations under this Agreement.

6.Insurance
a)Supplier shall maintain, unless otherwise specified herein, commercial general liability insurance in the amount of at least $1,000,000 combined single limit per occurrence/$2,000,000 aggregate, worker's compensation coverage including employer's liability, in accordance with appropriate federal and state laws; automobile liability insurance with a combined single limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage throughout the performance of this Agreement.

b)The commercial general liability and/or auto insurance policies shall include Pender County as an Additional Insured but solely with respect to liability arising from the performance of this Agreement. A certificate evidencing such coverage shall be emailed to_____.

Attachment A – Statement of Work:

Project Summary / General Overview
Conceptually, this project involves the off-site conversion of PC's critical business records from paper to digital images, the renaming of the files and the creation of a database to allow the retrieval of those images along with the transfer of files and the inclusion of document destruction services. This is the dominant methodology in records management today, and the concept has been implemented innumerable times in many diverse organizations.

What distinguishes this project is the total number of records, the throughput volume, the turnaround time and the level of quality required. SAI will develop process and procedures to conduct and validate a proof of concept on the implemented solution. Scanning America acknowledges that meeting these goals will require a thorough understanding of PC's requirements as well as a set of processes and procedures which, if implemented correctly, will

result in the achievement of PC's goals.

***eProject* Management**

We have custom-created our own project management software, called *eProject*. After over ten years in the scanning business, we were unable to find software that could manage all of the intricacies of scanning projects, and therefore decided to write our own. *eProject* is used to control projects from the moment we take custody of the documents, up until when the final product is delivered and the originals are returned or destroyed.

Upon contract award, SAI will generate bar-coded labels that will be placed on every box or file containing records prior to shipping. These labels will include the project number we assign to this project, location from which the documents are shipped as well as a unique box number. In *eProject* we will enter every box number. This is a particular advantage in the event that the 's should need a record scanned on-demand or returned, we would be able to locate the record very quickly.

eProject is also our single repository to project specifications. This allows anyone in our organization who is working on the project to have ready access to the specifications, anywhere in our building. This is particularly advantageous if things are discovered that necessitate a modification to the specification, because no one has to locate traditional paper work orders, rather they just look at *eProject.*

eProject is also where we monitor the progress of the project. With a few mouse clicks we are able to check the status of the project. We can tell what records have been inspected, scanned, indexed, post-processed, QC'ed, delivered, etc. We also track which operators performed each of these functions and what equipment they used. This gives us the advantage of being able to look at the work of particular individuals and to look at the performance of particular pieces of equipment.

Emergency Retrieval Services

SAI shall return a requested document (during regular business hours) within four (4) hours of receipt of an Emergency Retrieval Request from the PC's project manager. SAI shall provide emergency phone number(s) and contact person(s) to PC's project manager and provide updates should any of the information change during the term of the contract.

24 Hours Retrieval Services

SAI shall return a requested document (during regular business hours) within twenty-four (24) hours of receipt from the 's project manager.

The number of Emergency Retrieval and 24-Hour Retrieval requests to be filled at no charge will be agreed upon by both parties.

Workflow

SAI will ensure that the scope of the project is properly identified and documented prior to the production phase. Physical document handling procedures will be established, tested, and approved before production begins. Our operational procedures will be used during this phase of the project, requiring that parameters be established and entered into the profile before

indexing or scanning commences. Once entered, all work is queued automatically to each station in the appropriate order for processing based on scanning, indexing and electronically transferring images in a timely manner. This eliminates errors brought about when operators miss steps or process documents out of order.

Parameters include:

- **Database requirements.** Index attributes are defined and appropriate fields are created, including field length, alphanumeric, validation, and/or pull-down lists of pre-defined values and barcodes.
- **Scanning requirements.** Scanning resolution, page orientation, despeckling, barcoding, and the like, are identified and entered.
- **Quality control.** Index and image QC requirements are executed and refined as necessary.
- **Rejected indexes or images are processed.** Basic reasons for rejection include index data entry error, missing index information, and image quality (too light or too dark). Once a reason is chosen, the document and its index are routed automatically to the appropriate queue for re-processing. This also creates an error report for system reporting purposes.
- **Reindex.** Documents are routed to the reindex queue if they are rejected at QC. The station operator sees the reason for rejection and re-keys the appropriate data.
- **Rescan.** Documents are routed to this queue if they are rejected at QC. The station operator sees the reason for rejection and rescans the document after adjusting the scan parameters to solve the problem.
- **Batch processing.** Batch processing is used wherever possible for speckle removal, rotation, barcoding, file format conversion, and the like, in the appropriate order.
- **Output format and media.** Once documents complete all steps and pass QC, they are automatically routed to post-processing for conversion to the proper electronic format and they are written to the appropriate media.
- **Workflow reporting.** The workflow reporting system tracks each stage of the process, including the queues the document has completed, time and date stamp, operator ID, rejections and their reasons, and operator throughput performance. Reports can be produced for problem solving and metrics.

Quality assurance. Scanning America will assist with ongoing quality assurance activities as negotiated. This activity includes system oversight activities such as: troubleshooting, reporting, document preparation procedures, equipment preventive maintenance schedules, and disaster recovery assistance.

Conversion Methodology

PC intends to convert their paper files to 200 dpi (black and white) binary raster files for import into Laserfiche. Each of the converted images will be renamed and be represented by a record containing a series of fields which uniquely identify that set of images. The images and index

files are to be delivered to PC via Laserfiche Briefcase Files on encrypted electronic media such as USB Drive.

The paper records are currently stored on shelves, file cabinets or in boxes at PC facility in Burgaw, NC. The files will be labeled for tracking purposes and transported to our production facility.

Documents are mostly 8.5" X 11" but may be of varying different sizes and paper types including legal size and ½ sizes. The documents are simplex and duplex.

Processes

Outlined below are the procedures that will be provided by Scanning America, Inc. in converting the PC paper files to raster images.

Document preparation for this project to be provided by scanning America and will include the following steps.

- Removing staples, paper clips, binder clips, etc.
- Removing documents from folders, bindings or notebooks
- Straightening pages
- Repositioning sticky notes such that they do not obscure document text, either on the page on which the sticky was originally applied, on the back of that sheet, or on another sheet of paper that would become part of a multi-page document.
- Repairing damaged documents
- Copying documents as needed prior to scanning to improve clarity of the scanned image
- Preparing fragile and/or historic documents
- Special preparation of small and oversized documents to ensure quality of the scanned image
- In some cases maintaining the existing time-ordered sequence so that during retrieval, sorting the scanned documents on the scanned date/time index field will result in a presentation order similar to what is available in the paper folder today

Scanning

Documents will be delivered to scanning stations in boxes, each box marked with its box identifier and containing a set of unique folders. The box number will be used as the batch number. Each batch will be scanned and written to a directory name equal to the batch number, with a separate set of directories each batch of documents. Files will be named in the format bbbbnnnn.tif, where bbbb is the batch number, and nnnn is the sequential order of scanning. Thus, the 123rd page of batch 150 would be named 01500123.tif.

Each page will be scanned double sided, at 200 dpi, with blank pages deleted by the scanning software. This will allow for manual adjustment by the scanner operator to accommodate changes in size, paper type and contrast of individual pages. The scanner operator will visually inspect each page as it is scanned to determine the acceptability of basic image legibility and skew. Images not meeting these criteria will be immediately rescanned, maintaining the original order and filename.

Scanning America shall ensure that image quality meets the following acceptance criteria:

- Complete page content has been captured
- Images are not skewed, speckled, blurred or indistinct
- Correct treatment has been applied to printed halftones
- Images of originals are fully legible
- Image size, position, level of compression, page orientation, and image resolution are correct.

In addition to ensuring that the complete page content has been captured, SAI shall ensure that the complete source document has been scanned according to instructions provided, and that special instructions relating to specific materials have been followed. This includes ensuring that:

- Images and indices are produced correctly for every required page and that no pages are missing
- Page images have not been duplicated during the scanning process
- Page images are delivered in the order they appear in the source document unless otherwise instructed.

File Transfer

Images will be scanned directly to the scan server, which will be in a secure, protected scan area. Images will be copied to a back up server daily. After indexing, Quality Control and post processing, the images will be delivered via electronic media to a designated PC employee. Thirty days after acknowledgement of receipt of the data by PC the images will be deleted from the server.

Indexing

Upon completion of scanning, each batch will be placed in an Indexing Queue, whereupon indexing will proceed. Indexing consists of identifying the initial image for each document, and assigning appropriate values as outlined in the final scope of work to be provided by PC.

In narrative form, the general indexing process will proceed as follows.

1. The first image of a document will always be a bar coded lead break sheet. The following sheets contain pages related to that particular record. All images between the lead break sheet and the next lead break sheet relate to the same record. The barcode data will be captured and the index data will be created and used to rename the files.
2. The image following the lead break sheet will be page one of the first document.
3. If the next image is not a lead break sheet, it is page two of the document all fields will be copied from the previous image along with the new image file name. These images can be bound to a multi image file if required.
4. If a new lead break sheet is encountered, the process reverts to step 1.
5. In the event that an image is encountered which contains no data, the image will be flagged as a blank page and deleted.

   Example Index Fields: Type, Last_First, Case # and will be formatted in Briefcase files for import into Laserfiche.

When each batch has been indexed the resulting index files will be compared to a PC provided database in software. All differences will be routed to a senior indexer who will resolve the differences, producing a single index file for final use. Irreconcilable differences will be referred to PC's staff for resolution.

Re-scanning

At the completion of initial indexing, a program will retrieve the records for all images flagged as unacceptable. This list will be routed to the Re-Scan Queue. Since the file name contains the batch number and sheet sequential number, the re-scan team will be able to locate the original sheet, re-scan to the same file name and compare it to the original image. This re-scanned file will then replace the original file, and the image name placed in the Re-Index Queue. The senior indexer will then examine the new image for acceptance and make any necessary corrections to the index record for that image.

Quality Control

This stage serves as the primary Q.C. stage, since it is the Q.C. operator who must examine the image most closely and is able to determine the legibility and correctness of the image. Failures in image quality, not attributable to the prepper's note of poor original, will be flagged at this stage, and flagged images returned for re-scanning.

Document Verification

Prior to creation of the deliverable media each batch will be tested in software to determine the following:

1. For each record in the index, there is a corresponding image file, and for each image file, there is a corresponding index record.
2. The total number of pages in the batch equals the total number of pages scanned, less the number of images marked for deletion.
3. Each image header complies with import requirements, including tag numbers, resolution, and image dimensions.
4. All file sizes are greater than 5 kilobytes.
5. Field values in the index records are within defined limits and correct format.

In addition to the software checks, a final QC will be conducted prior to media creation. This procedure will check 10 % of all images within the batch for compliance

When document verification is complete, batches will be combined to produce data sets of as required and written to SAI archive. Images will be written to batch directories. There will be an index for each directory, or, if desired a single index at the root directory for all images. Files will be transferred on a weekly basis, or at a time preferred by PC.

Post Prepping

After all images from a box have been accepted by indexing, the box will be returned to post prep. The pages will be returned in the same box and in the same order in which they have been scanned. The file folders will be placed in the back of the box.

Quality Control / Quality Assurance
SAI will apply to this project its standard Quality Control and Quality Assurance procedures, modified to comply with any additional requirements of PC.

Scanning America employs a quality assurance program based on the results of an internal audit and 33+ years of experience.

The result of the internal audit was the development of a comprehensive QA program based on two fundamental concepts.

1. A thorough definition of the product to be delivered is required before any quality assurance processes can be applied.
2. A properly designed and tested set of procedures, correctly followed, will result in quality output.

Those portions which apply to the PC project are excerpted below, with the addition of requirements unique to that project.

Image Inspection
Scanned images are inspected at three stages of the process.

1. The scanner operator will visually inspect each page as it is scanned to determine the acceptability of basic image legibility and skew. Images not meeting these criteria will be immediately rescanned, maintaining the original order and filename.
2. The Quality Control team will inspect 100% of images to determine that the image is correctly oriented and legible. Images which fail to meet the acceptance criteria, not marked as “Poor Original”, will be flagged.
3. A final Q.C. will be done prior to final image/index creation. This procedure will randomly check 10 % of all images within the batch for compliance.

In addition to this visual checking, each batch will be subject to a software check to determine that:

6. The total number of pages in the batch equals the total number of pages scanned, less the number of images marked for deletion.
7. Each image header complies with file format requirements, including tag numbers, resolution, and image dimensions.
8. All file sizes are greater than 5 Kilobytes.

Image / Index Accuracy Rates
Scanning America strives to achieve an accuracy rate of ninety-nine and one-half percent (99.5%) for all documents scanned, imaged, and indexed, except for those specifications or image attributes requiring 100% accuracy. For example, a batch of images will be rejected if, in a random sample lot size of 200 images, more than one image is found to be missing, duplicated, illegible, or otherwise defective.

Examples of items required to be 99.5% accurate include:

- File and image characteristics: level of compression and image size
- Image quality: blurred or indistinct image, loss of distinct features or lines, incomplete capture of page content, skewing, failure to apply treatment to printed halftones. SAI shall provide a Best Available Image (BAI) list to indicate that images of questionable quality are taken from originals of questionable quality
- Other: failure to capture images completely, missing images, duplicate images, images out of order, blank pages
- Accuracy of indexed data.

Examples of items required to be 100% accurate include:

- Content of file headers and tags
- File format
- Compression algorithm
- Resolution .

Scanning America will develop and submit written procedures and acceptance criteria to be utilized for sample testing during the life of the project. These procedures and criteria include allowances for rejection of any batch of scanned, imaged, and indexed documents that do not meet the specified accuracy criteria. As requested, on a case-by-case basis, SAI agrees to re-image and re-index all of, or individual records contained in, any batch that is rejected due to error at no additional cost. After award of the contract, SAI will update the written procedure drafts and submit for review, revision, and acceptance.

The quality and accuracy of the delivered scanned images and indices are vital to acceptance of work performed by SAI. In the event that it is determined that document images or indices are incorrect or that images are of poor quality resulting in failure to meet the established 99.5% accuracy rating, SAI will provide corrective action to reproduce accurate images and indices for the records in error at no additional cost.

Inspection and Acceptance of Images/Database

All unacceptable images, filenames, directory names or entire batches will be corrected at no additional cost to PC for a period of twelve (12) months after delivery. PC shall have twelve (12) months to approve or submit needed corrections to images beginning the date after the electronic transfer of images to PC. All scanned images and indexes of records described in this document, produced under the terms of this agreement shall become and shall remain the sole and exclusive property of PC.

Document Security

SAI's mission is to be the leader in our industry by creating long-term value for our customers through exceptional service and innovative products. Our focus is the complete protection of your entity's information assets.

On site and off site, SAI incorporates the highest levels of technology available to provide the most secure environment for both your hard copy records and electronic media storage.

Our strong financial position allows us to acquire progressive technology, which leads to exciting new products and services that benefit the client. These advancements allow you to explore a broad spectrum of information management options.

At SAI, our only goal is to provide you with the most efficient, cost-effective solutions to your records imaging challenges.

Our record of excellence begins with our commitment to service, our high operational standards, experienced staff and the reliable information management solutions we offer. Those solutions are built around:

Our facilities incorporate the highest levels of technology available to provide the most secure environment for your records. Security and fire systems are monitored twenty-four hours a day, seven days a week by a central station. Boxes are placed on shelves to insure safe and orderly storage of your information. Our information management centers are built to meet or exceed industry standards to offer you the highest degree of protection.

Having your records readily available when you need them saves valuable time and money. SAI will deliver your requested documents or to your office or other designated area. If you need information immediately, timely deliveries are guaranteed.

SAI utilizes sophisticated, computerized state-of-the-art bar code technology. Bar code scanning feeds information into a computer faster and more accurately. Our system-wide bar code markings assure you the highest level of safety by eliminating the need to put identifying names or markings on the outside of your carton. It also offers you the highest degree of security.

Off Site Unit Pricing *

Prep/Scanning	$ 0.049 Per image
Index at Folder Level (Last_First, Type, Case Number)	$ 0.24 Per folder
Transportation	$2,495.00 Per trip
Secure Destruction	$ 4.00 Per box
1.2 Cubic Foot Box and labor to load files	$ 8.00 Per Box **

*Unit pricing good for any additional projects in addition to the DSS project.

Any out of Scope services will require a signed change order that is agreeable to both Scanning America and Pender County.

DSS Budgetary Pricing

Budgetary Estimate 2,000,000 image DSS project					
Estimated Folders		40,000			
Estimated Pages Per Record		50			
Estimated Total Images		2,000,000			
Estimated Pages Per Box		2,200			
Estimated Boxes		909			
Transportation		1			
Indexing: Type_Last_First_Case ID	$	0.24	Per Folder		
Prep/Scanning	$	0.049	Per Image		
Transportation	$	2,495.00	Per Trip		
90 Day Storage	Included				
Secure Shredding	$	4.00	Per Box		
Indexing Type_Last_First_Cass ID	$	0.24	40000	$	9,600.00
Prep/Scanning	$	0.049	2000000	$	98,000.00
Transportation	$	2,495.00	1	$	2,495.00
90 Day Storage	Included		0		
Secure Shredding or return boxes	$	4.00	909	$	3,636.36
Estimated Total Cost				$	113,731.36

**Note: It's not clear if the DSS files are already in boxes. There is no cost to place labels on files already in boxes.

Terms - Net 30 Days

The above quantities are only estimates. The amount billed will be based on the greater of the number of pages prepped and scanned along with the number of folders indexed or 1,500,000 images.

Terry Borovitcky
Scanning America
Director of Sales
Date ____/____/2023

X_____
Signature

Name_____
Pender County
Title_____
Date ____/____/2023

X_____
Signature

Pender County
Approval of Purchase order for reel mower

TO:	Board of County Commissioners
FROM:	Tom O'neill
DATE:	December 4, 2023
SUBJECT:	Approval of Purchase order for reel mower

SUMMARY:
This purchase order is for a John Deere 2653B Precision Cut Reel mower. Our grounds division uses the reel mower to mow the athletic fields at Hampstead Kiwanis Park and Pender Memorial Park. The purchase price of the mower is $45,620.19. This mower is on state contract: NC Grounds Maintenance Equipment 2210B (PG 2Y CG 22). We do plan to trade in our 2011 John Deere reel mower in on this purchase. Revels Turf and Tractor has offered us $3,300 for the trade in mower. This item was an approved budget item in the FY 2023-2024 budget.

ACTION REQUESTED:
Approve the purchase order for Deere & Company in the amount of $42,320.19 from account 570-407400. This price does not include sales tax.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Miller Sawyer

Revels Turf and Tractor, LLC
2217 N. Main Street
Fuquay-varina, NC 27526

Tel: 919-552-5697
Fax: 919-557-3749
Email: miller@revelstractor.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
2217 N. Main Street
Fuquay-varina, NC 27526
919-552-5697
revtrac@revelstractor.com

Quote Summary

Prepared For:

PENDER COUNTY PARKS AND RECREATION
805 S WALKER ST
BURGAW, NC 28425

Delivering Dealer:

Revels Turf and Tractor, LLC
Miller Sawyer
2217 N. Main Street
Fuquay-varina, NC 27526
Phone: 919-552-5697
miller@revelstractor.com

Quote ID: 29971132
Created On: 16 November 2023
Last Modified On: 17 November 2023
Expiration Date: 16 December 2023

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower	$ 45,620.19	X	1	=	$ 45,620.19
Contract: NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)					
Price Effective Date: February 1, 2023					
Equipment Total					**$ 45,620.19**

Trade In Summary	Qty	Each	Extended
2011 JOHN DEERE 2653B - TC2653T040487	1	$ 3,300.00	$ 3,300.00
PayOff			$ 0.00
Total Trade Allowance			$ 3,300.00
Trade In Total			**$ 3,300.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 45,620.19
Trade In	$ (3,300.00)
SubTotal	**$ 42,320.19**
Sales Tax - (6.75%)	$ 2,856.61
Est. Service Agreement Tax	$ 0.00
Total	$ 45,176.80

Salesperson : X _____ **Accepted By : X** _____

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
2217 N. Main Street
Fuquay-varina, NC 27526
919-552-5697
revtrac@revelstractor.com

Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 45,176.80**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 29971132 **Customer Name:** PENDER COUNTY PARKS AND RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Revels Turf and Tractor, LLC
2217 N. Main Street
Fuquay-varina, NC 27526
919-552-5697
revtrac@revelstractor.com

JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower

Hours:

Stock Number:

Contract: NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)

Selling Price *
$ 45,620.19

Price Effective Date: February 1, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1229TC	2653B PrecisionCut Trim and Surrounds Mower	1	$ 40,467.00	23.00	$ 9,307.41	$ 31,159.59	$ 31,159.59
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries (English / Spanish)	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1145	20x12-10 Turf Trac Front Tires with 20x10-8 Turf Trac Rear Tire	1	$ 398.00	23.00	$ 91.54	$ 306.46	$ 306.46
1207	Quick Adjust 7 (QA7) 8-blade 76.2 cm (30-in.) Cutting Units	1	$ 14,737.00	23.00	$ 3,389.51	$ 11,347.49	$ 11,347.49
1319	76.2 cm (30-in.) Wide x 76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	$ 1,151.00	23.00	$ 264.73	$ 886.27	$ 886.27
1402	Cutting Unit ONLY Counterweights	1	$ 287.00	23.00	$ 66.01	$ 220.99	$ 220.99
2010	Deluxe Suspension Seat with Armrest	1	$ 1,230.00	23.00	$ 282.90	$ 947.10	$ 947.10
9762	76.2 cm (30-in.) wide by 76.2 mm (3-in.) Diameter Smooth Roller Scrapers	1	$ 283.00	23.00	$ 65.09	$ 217.91	$ 217.91
9766	LED Work Light Kit	1	$ 694.00	23.00	$ 159.62	$ 534.38	$ 534.38
	Standard Options Total		**$ 18,780.00**		**$ 4,319.40**	**$ 14,460.60**	**$ 14,460.60**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 59,247.00**		**$ 13,626.81**	**$ 45,620.19**	**$ 45,620.19**

Selling Equipment

Quote Id: 29971132 **Customer Name:** PENDER COUNTY PARKS AND RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
2217 N. Main Street
Fuquay-varina, NC 27526
919-552-5697
revtrac@revelstractor.com

Confidential

Trade-in

Quote Id: 29971132 **Customer Name:** PENDER COUNTY PARKS AND RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

2011 JOHN DEERE 2653B

SN# TC2653T040487

Machine Details

Description	Net Trade Value
2011 JOHN DEERE 2653B	**$ 3,300.00**
SN# TC2653T040487	
Your Trade In Description	

Additional Options		
Hour Meter Reading	1907	
Total		**$ 3,300.00**

Confidential

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	December 4, 2023
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: $207,202

SUMMARY:

The Local and Community Support Branch allocated $207,202 in funding to the Pender County Health Department to support Local Workforce Development. The pandemic emphasized the critical importance of a robust public health system. To ensure local public health is prepared and capable to respond to the communities health needs and emerging health threats, the Local Health Department (LHD) will invest in workforce and resources to meet the foundational services areas and needs of their communities. Funding is distributed to each individual local health department based on county populations, social vulnerability, and equity indices. The Local Workforce Development funding received is allocated for Recruiting, Training and Retaining Public Health Staff.

ACTION REQUESTED:

To approve a budget amendment to increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024 in the amount of $207,202.

Division of Public Health
Agreement Addendum
FY 23-24

Pender County Health Department **Local Health Department Legal Name**	Local and Community Support Section **DPH Section / Branch Name**
117 Public Health Infrastructure: Local Workforce Development **Activity Number and Description**	Stacie Turpin Saunders, 919-707-5101 stacie.turpinsaunders@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2023 – 05/31/2024 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2023 – 06/30/2024 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. **Background:**

The pandemic emphasized the critical importance of a robust public health system. Public health departments need to continue their response work, apply lessons learned, and prepare for future public health emergencies. The pandemic accentuated long-standing weaknesses and created new challenges to the public health infrastructure. This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

The Foundational Public Health Services (FPHS) framework was developed in 2013 to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community. These foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury. In addition to these foundational services, public health departments provide local protections and services unique to their community's needs.

Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community. (https://phnci.org/uploads/resource-files/FPHS-Factsheet-2022.pdf)

Carolyn Moser — 05/08/2023

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]
LHD program contact name: Carolyn Moser
~~Phone and email address:~~ 910-259-1499 cmoser@pendercountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Funding is distributed to each individual local health department based on county population, social vulnerability, and equity indices.

II. Purpose:

This funding is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. This funding will support the foundational capabilities and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities will help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The scope of workforce investment to support these foundational capabilities is wide and includes hiring, retaining, supporting, and training the workforce. Short-term outcomes will include increased hiring, training, and improvement in operational processes. Long-term outcomes will include increasing the size of the public health workforce equipped with stronger foundational capabilities in order to better serve and protect the health of communities.

III. Scope of Work and Deliverables:

To ensure local public health is prepared and capable to respond to the communities health needs and emerging health threats, the Local Health Department (LHD) will invest in workforce and resources to meet the foundational services areas and needs of their communities. The LHD is encouraged to utilize the North Carolina Institute for Public Health's LHD Regional Foundational Capabilities Gap Analysis reports to inform its workforce investment activities. Regional Foundational Capabilities Gap Analysis reports are available in the Smartsheet dashboard for this activity at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb.

1. The LHD shall invest in one or more of these CDC-stated program areas:
   a. **Recruit and hire new public health staff**, such as expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
   b. **Retain public health staff**, such as by providing retention bonuses and creating opportunities for promotion.
   c. **Support and sustain public health staff**, such as creating or strengthening workplace well-being and resilience programs, and creating or expanding workforce engagement.
   d. **Train new and existing public health staff**, such as creating and expanding professional development opportunities.
   e. **Strengthen public health workforce planning, systems, processes, and policies**, such as maintaining and upgrading human resources systems, creating or improving workforce data collection, and creating or revising policies to facilitate workforce development and management.
2. The LHD shall participate in an annual assessment conducted no later than March 31, 2024 by the North Carolina Institute of Public Health to evaluate progress in addressing Foundational Capabilities.

IV. Performance Measures / Reporting Requirements:

1. In its first quarterly Performance Report, the LHD shall indicate its baseline number and type of current workforce positions as of June 1, 2023.
2. In each quarterly Performance Report, the LHD shall indicate in which of the CDC-stated program areas funds were invested and investment efforts including:
   a. ~~Number and type of positions hired~~

b. Number and type of retention efforts
c. Number and type of staff support programs
d. Number and type of training opportunities
e. Number and type of workforce systems improvements

3. The LHD shall complete the following reports via the Smartsheet dashboard, at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb. All of the due dates for these reports are posted on the Smartsheet dashboard.

   a. **Monthly Financial Reports**: The monthly financial report will report on the prior month to document expenditures. The first financial report is for June 2023 and is due by July 24, 2023.

   b. **Quarterly Performance Reports:** The quarterly performance reports will report on the service quarters and by the deadlines as indicated below:

Service Quarter	Report Submission Deadline
June – August 2023	September 22, 2023
September – November 2023	December 22, 2023
December 2023 – February 2024	March 22, 2024
March – May 2024	June 24, 2024

V. Performance Monitoring and Quality Assurance:

The Local and Community Support Section's LHD Liaison will monitor the Local Health Department's performance by reviewing the financial reports monthly and the performance reports quarterly, as received from the LHD through Smartsheet.

If the LHD is deemed out of compliance with deliverables, the program staff shall provide technical assistance to support the LHD in meeting the deliverables.

As contracted for by the Division of Public Health (DPH), the North Carolina Institute of Public Health will conduct an annual foundational capabilities assessment of the LHD. The assessment results will be presented to the DPH Public Health Infrastructure leadership and to each LHD participating in the assessment.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Funds may be used for reasonable program purposes including personnel, travel, supplies, and services.

3. Unallowable costs:
   a. Research
   b. Clinical care
   c. Furniture or equipment
   d. Publicity, propaganda, and lobbying:
      1. Other than for normal and recognized executive-legislative relationships, no funds maybe used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
      2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      3. See Additional Requirement (AR) 12 (https://www.cdc.gov/grants/additional-requirements/ar-12.html) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

FY24 – FAS federal award supplement

Activity Nbr + Name: 117 PH Infrastructure: Local Workforce Development

FAS Number + Reason: 1 This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: 93.967 CDC's Collaboration with Academia to Strengthen Public Health

Is award R&D?: ND FAIN: NE11OE000015 IDC rate: n/a Fed awd total amt: $ 72,521,026

Fed award project description: Strengthening North Carolina's Public Health Infrastructure, Workforce, and Data Systems

Fed awd date + awarding agency: 08-28-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 505,781	$ 505,781	Jackson	X7YWWY6ZP574	$ 172,192	$ 172,192
Albemarle	NAAVS51PNMK3	$ 914,772	$ 914,772	Johnston	SYGAGEFDHYR7	$ 588,501	$ 588,501
Alexander	XVEEJSNY7UX9	$ 150,127	$ 150,127	Jones	HE3NNNUE27M7	$ 124,467	$ 124,467
Anson	PK8UYTSNJCC3	$ 171,798	$ 171,798	Lee	F6A8UC99JWJ5	$ 256,360	$ 256,360
Appalachian	CD7BFHB8W539	$ 373,100	$ 373,100	Lenoir	QKUFL37VPGH6	$ 286,057	$ 286,057
Beaufort	RN1SXFD4LXN6	$ 201,741	$ 201,741	Lincoln	UGGQGSSKBGJ5	$ 227,415	$ 227,415
Bladen	TLCTJWDJH1H9	$ 205,550	$ 205,550	Macon	LLPJBC6N2LL3	$ 128,315	$ 128,315
Brunswick	MJBMXLN9NJT5	$ 410,434	$ 410,434	Madison	YQ96F8BJYTJ9	$ 89,997	$ 89,997
Buncombe	W5TCDKMLHE69	$ 684,061	$ 684,061	MTW	ZKK5GNRNBBY6	$ 372,841	$ 372,841
Burke	G855APCNL591	$ 329,871	$ 329,871	Mecklenburg	EZ15XL6BM468	$ -	$ -
Cabarrus	RXDXNEJKJFU7	$ 548,189	$ 548,189	Montgomery	E78ZAJM3BFL3	$ 176,233	$ 176,233
Caldwell	HL4FGNJNGE97	$ 254,518	$ 254,518	Moore	HFNSK95FS7Z8	$ 293,828	$ 293,828
Carteret	UC6WJ2MQMJS8	$ 213,412	$ 213,412	Nash	NF58K566HQM7	$ 340,209	$ 340,209
Caswell	JDJ7Y7CGYC86	$ 141,559	$ 141,559	New Hanover	F7TLT2GMEJE1	$ 591,276	$ 591,276
Catawba	GYUNA9W1NFM1	$ 453,371	$ 453,371	Northampton	CRA2KCAL8BA4	$ 153,426	$ 153,426
Chatham	KE57QE2GV5F1	$ 237,243	$ 237,243	Onslow	EGE7NBXW5JS6	$ 520,602	$ 520,602
Cherokee	DCEGK6HA11M5	$ 120,938	$ 120,938	Orange	GFFMCW9XDA53	$ 384,477	$ 384,477
Clay	HYKLQVNMLXK7	$ 52,981	$ 52,981	Pamlico	FT59QFEAU344	$ 105,329	$ 105,329
Cleveland	UWMUYMPVL483	$ 346,148	$ 346,148	Pender	T11BE678U9P5	$ 207,202	$ 207,202
Columbus	V1UAJ4L87WQ7	$ 264,924	$ 264,924	Person	FQ8LFJGMABJ4	$ 180,796	$ 180,796
Craven	LTZ2U8LZQ214	$ 344,667	$ 344,667	Pitt	VZNPMC1FT5R6	$ 532,303	$ 532,303
Cumberland	HALND8WJ3GW4	$ 910,798	$ 910,798	Polk	QZ6BZPGLX4Y9	$ 95,259	$ 95,259
Dare	ELV6JGB11QK6	$ 109,623	$ 109,623	Randolph	T3BUM1CVS9N5	$ 447,563	$ 447,563
Davidson	C9P5MDJC7KY7	$ 489,625	$ 489,625	Richmond	Q63FZNTJM3M4	$ 247,284	$ 247,284
Davie	L8WBGLHZV239	$ 147,912	$ 147,912	Robeson	LKBEJQFLAAK5	$ 517,485	$ 517,485
Duplin	KZN4GK5262K3	$ 294,886	$ 294,886	Rockingham	KGCCCHJJZZ43	$ 311,784	$ 311,784
Durham	LJ5BA6U2HLM7	$ 862,450	$ 862,450	Rowan	GCB7UCV96NW6	$ 434,537	$ 434,537
Edgecombe	MAN4LX44AD17	$ 264,835	$ 264,835	Sampson	NRT9CSK1KJY5	$ 295,150	$ 295,150
Foothills	NGTEF2MQBLL4	$ 442,189	$ 442,189	Scotland	FMVTCUQGCHM5	$ 220,053	$ 220,053
Forsyth	V6BGVQ67YPY5	$ 1,008,877	$ 1,008,877	Stanly	U86MZUYPL7C5	$ 205,446	$ 205,446
Franklin	FFKTRQCNN143	$ 233,039	$ 233,039	Stokes	W41TRA3NUNS1	$ 139,484	$ 139,484
Gaston	QKY9R8A8D5J6	$ 595,762	$ 595,762	Surry	FMWCTM24C9J8	$ 270,785	$ 270,785
Graham	L8MAVKQJTYN7	$ 80,899	$ 80,899	Swain	TAE3M92L4QR4	$ 119,064	$ 119,064
Granv-Vance	MGQJKK22EJB3	$ 476,021	$ 476,021	Toe River	JUA6GAUQ9UN1	$ 171,351	$ 171,351
Greene	VCU5LD71N9U3	$ 194,586	$ 194,586	Transylvania	W51VGHGM8945	$ 110,442	$ 110,442
Guilford	YBEQMGFJPMJ3	$ 1,413,671	$ 1,413,671	Union	LHNKBD4AGRJ5	$ 568,902	$ 568,902
Halifax	MRL8MYNJJ3Y5	$ 257,609	$ 257,609	Wake	FTJ2WJPLMMJ3	$ -	$ -
Harnett	JBDCD9V41BX7	$ 419,270	$ 419,270	Warren	TLNAU5CNH5U5	$ 162,048	$ 162,048
Haywood	DQHZEVAV95G5	$ 184,815	$ 184,815	Wayne	DACFHCLQKMS1	$ 439,155	$ 439,155
Henderson	TG5AR81JLFQ5	$ 334,192	$ 334,192	Wilkes	M14KKHY2NNR3	$ 249,198	$ 249,198
Hoke	C1GW5ADARX51	$ 244,104	$ 244,104	Wilson	ME2DJHMYWG55	$ 337,939	$ 337,939
Hyde	T2RSYN36NN64	$ 104,711	$ 104,711	Yadkin	PLCDT7JFA8B1	$ 168,997	$ 168,997
Iredell	XTNRLKJLA4S9	$ 462,321	$ 462,321	Yancey	L98MCUHKC2J8	$ 96,682	$ 96,682

UEI = Unique Entity Identifier

Activity 117 Service Period Payment Period		AA	1161 SGLH F8 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*		505,781	$0.00	505,781	505,781
D1 Albemarle	*		914,772	$0.00	914,772	914,772
02 Alexander	*		150,127	$0.00	150,127	150,127
04 Anson	*		171,798	$0.00	171,798	171,798
D2 Appalachian	*		373,100	$0.00	373,100	373,100
07 Beaufort	*		201,741	$0.00	201,741	201,741
09 Bladen	*		205,550	$0.00	205,550	205,550
10 Brunswick	*		410,434	$0.00	410,434	410,434
11 Buncombe	*		684,061	$0.00	684,061	684,061
12 Burke	*		329,871	$0.00	329,871	329,871
13 Cabarrus	*		548,189	$0.00	548,189	548,189
14 Caldwell	*		254,518	$0.00	254,518	254,518
16 Carteret	*		213,412	$0.00	213,412	213,412
17 Caswell	*		141,559	$0.00	141,559	141,559
18 Catawba	*		453,371	$0.00	453,371	453,371
19 Chatham	*		237,243	$0.00	237,243	237,243
20 Cherokee	*		120,938	$0.00	120,938	120,938
22 Clay	*		52,981	$0.00	52,981	52,981
23 Cleveland	*		346,148	$0.00	346,148	346,148
24 Columbus	*		264,924	$0.00	264,924	264,924
25 Craven	*		344,667	$0.00	344,667	344,667
26 Cumberland	*		910,798	$0.00	910,798	910,798
28 Dare	*		109,623	$0.00	109,623	109,623
29 Davidson	*		489,625	$0.00	489,625	489,625
30 Davie	*		147,912	$0.00	147,912	147,912
31 Duplin	*		294,886	$0.00	294,886	294,886
32 Durham	*		862,450	$0.00	862,450	862,450
33 Edgecombe	*		264,835	$0.00	264,835	264,835
D7 Foothills	*		442,189	$0.00	442,189	442,189
34 Forsyth	*		1,008,877	$0.00	1,008,877	1,008,877
35 Franklin	*		233,039	$0.00	233,039	233,039
36 Gaston	*		595,762	$0.00	595,762	595,762
38 Graham	*		80,899	$0.00	80,899	80,899
D3 Gran-Vance	*		476,021	$0.00	476,021	476,021
40 Greene	*		194,586	$0.00	194,586	194,586
41 Guilford	*		1,413,671	$0.00	1,413,671	1,413,671
42 Halifax	*		257,609	$0.00	257,609	257,609
43 Harnett	*		419,270	$0.00	419,270	419,270
44 Haywood	*		184,815	$0.00	184,815	184,815
45 Henderson	*		334,192	$0.00	334,192	334,192
47 Hoke	*		244,104	$0.00	244,104	244,104
48 Hyde	*		104,711	$0.00	104,711	104,711
49 Iredell	*		462,321	$0.00	462,321	462,321
50 Jackson	*		172,192	$0.00	172,192	172,192
51 Johnston	*		588,501	$0.00	588,501	588,501
52 Jones	*		124,467	$0.00	124,467	124,467

53 Lee	*		256,360	$0.00	256,360	256,360
54 Lenoir	*		286,057	$0.00	286,057	286,057
55 Lincoln	*		227,415	$0.00	227,415	227,415
56 Macon	*		128,315	$0.00	128,315	128,315
57 Madison	*		89,997	$0.00	89,997	89,997
D4 M-T-W	*		372,841	$0.00	372,841	372,841
60 Mecklenburg	*		0	$0.00	0	0
62 Montgomery	*		176,233	$0.00	176,233	176,233
63 Moore	*		293,828	$0.00	293,828	293,828
64 Nash	*		340,209	$0.00	340,209	340,209
65 New Hanover	*		591,276	$0.00	591,276	591,276
66 Northampton	*		153,426	$0.00	153,426	153,426
67 Onslow	*		520,602	$0.00	520,602	520,602
68 Orange	*		384,477	$0.00	384,477	384,477
69 Pamlico	*		105,329	$0.00	105,329	105,329
71 Pender	*		207,202	$0.00	207,202	207,202
73 Person	*		180,796	$0.00	180,796	180,796
74 Pitt	*		532,303	$0.00	532,303	532,303
75 Polk	*		95,259	$0.00	95,259	95,259
76 Randolph	*		447,563	$0.00	447,563	447,563
77 Richmond	*		247,284	$0.00	247,284	247,284
78 Robeson	*		517,485	$0.00	517,485	517,485
79 Rockingham	*		311,784	$0.00	311,784	311,784
80 Rowan	*		434,537	$0.00	434,537	434,537
82 Sampson	*		295,150	$0.00	295,150	295,150
83 Scotland	*		220,053	$0.00	220,053	220,053
84 Stanly	*		205,446	$0.00	205,446	205,446
85 Stokes	*		139,484	$0.00	139,484	139,484
86 Surry	*		270,785	$0.00	270,785	270,785
87 Swain	*		119,064	$0.00	119,064	119,064
D6 Toe River	*		171,351	$0.00	171,351	171,351
88 Transylvania	*		110,442	$0.00	110,442	110,442
90 Union	*		568,902	$0.00	568,902	568,902
92 Wake	*		0	$0.00	0	0
93 Warren	*		162,048	$0.00	162,048	162,048
96 Wayne	*		439,155	$0.00	439,155	439,155
97 Wilkes	*		249,198	$0.00	249,198	249,198
98 Wilson	*		337,939	$0.00	337,939	337,939
99 Yadkin	*		168,997	$0.00	168,997	168,997
00 Yancey	*		96,682	$0.00	96,682	96,682
Totals			27,797,814	0	27,797,814	27,797,814

Sign and Date - DPH Program Administrator 03/24/23 | 2:09 PM EDT	Sign and Date - DPH Section Chief 03/29/23 | 2:48 PM EDT
Sign and Date - DPH Budget Office – ATC Coordinator 3/30/2023	Sign and Date - DPH Budget Officer 4/3/2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2023-2024

Department 900 - HEALTH DEPT

Division, Program, Project, etc. State - Workforce Development 900054

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900054 - 375002	State - Local Workforce Development	207,202
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900054-400200	Salaries	153714.00
2	900054-400211	401 (k) Non-Leo	3900.00
3	900054-400500	FICA	11780.00
4	900054-400600	Group Insurance	14130.00
5	900054-400700	Retirement	4678.00
6	900054-401400	Travel	10000.00
7	900054-403100	Gas / Fuel	500.00
8	900054-403300	Supplies & Materials	1000.00
9	900054-405500	Training	5000.00
10	900054-407100	Non-Deprec	2500.00

Total Revenues 207202

Total Expenditures 207202

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	December 4, 2023
SUBJECT:	Approval of a Purchase Order to McKesson Medical-Surgical Government Solutions in the amount of $40,000

SUMMARY:
The Health Department is requesting approval of a purchase order to McKesson Medical-Surgical Government Solutions in the amount of $40,000 for medical supplies and vaccines for the clinic. The purchase order is for various medical supplies used in the Health Department clinic and for covid vaccines.

ACTION REQUESTED:
To consider approval of a purchase order in the amount of $40,000 to McKesson Medical-Surgical Government Solutions for medical supplies and vaccines in FY 23-24.

Pender County
A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with Respect to the Disposition by Sale of Various Specified Parcels Listed

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	December 4, 2023
SUBJECT:	A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with Respect to the Disposition by Sale of Various Specified Parcels Listed

SUMMARY:

On May 1, 2023, the BOCC authorized the sales of the parcels by public auction:

The auctions were conducted online various timeframes, the latest ending on November 10,2023.

At the close of the auction the high bid were as noted in the following attachments, amounts equal to or in excess of the tax value of the parcel provided by the tax office. Additional details on the properties and high bids are included in the agenda packet.

Staff recommends that the board accept the high bids by adopting the attached resolutions.

ACTION REQUESTED:
Approval of the attached resolutions accepting high bids for specified properties.

Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George

County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

A Resolution of the Pender County Board of Commissioners Accepting High Bid for Property with respect to the Disposition by Sale of Parcel 2385-65-4988-0000

WHEREAS, Pender County, North Carolina (hereinafter, "the County") conducted an online auction sale of six parcels of property on November 10, 2023; and,

WHEREAS, high bid were submitted for each of the six parcel as shown on Attachment A.

NOW THEREFORE, PENDER COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

The high bid is accepted for the parcel of property shown on Attachment A, and the County Manager shall execute the documents necessary to transfer title to the properties.

Adopted by the Pender County Board of Commissioners this the ___ day of _____, 2023.

_____
Jacqueline A. Newton,
Chair of the Board of Commissioners

ATTEST: _____
David Andrews,
Clerk to the Board of Commissioners

ATTACHMENT A

A parcel consisting of 0.46 acres, more or less, and situated at 600 Chesire Rd. Rocky Point NC 28457. in the Rocky Point Township and being assigned PIN # 3224-46-2015-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 4683, page 275-276.

High Bid: $18,105.00

A parcel consisting of 0.55 acres, more or less, and situated of off W/S U.S. 117 in the Union Township (no E911 address assigned to the parcel) and being assigned PIN # 3321-22-7541-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 700, page 306.

High Bid: $3,226.00

A parcel consisting of 1.96 acres, more or less, and situated off of Englishtown Rd. in the Union Township (no E911 address assigned to the parcel) and being assigned PIN # 2373-67-4493-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 1356, page 001.

High Bid: $15,701.00

A parcel consisting of 1.14 acres, more or less, and situated off of HWY 53 in the Burgaw Township (no E911 address assigned to the parcel) and being assigned PIN # 3219-30-4406-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 1190, page 098.

High Bid: $16,000.00

A parcel consisting of 0.40 acres, more or less, and situated off of Doctors Creek Loop in the Union Township (no E911 address assigned to the parcel) and being assigned PIN # 2385-24-8225-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 424, page 636.

High Bid: $2,666.00

A parcel consisting of 0.68 acres, more or less, and situated off of Lizzie Henry Rd. in the Columbia Township (no E911 address assigned to the parcel) and being assigned PIN # 2341-38-3612-0000.

The parcel is the same parcel transferred in that certain Commissioner's deed recorded in the Pender County registry at book 4689, page 2713-2714.

High Bid: $5,775.00

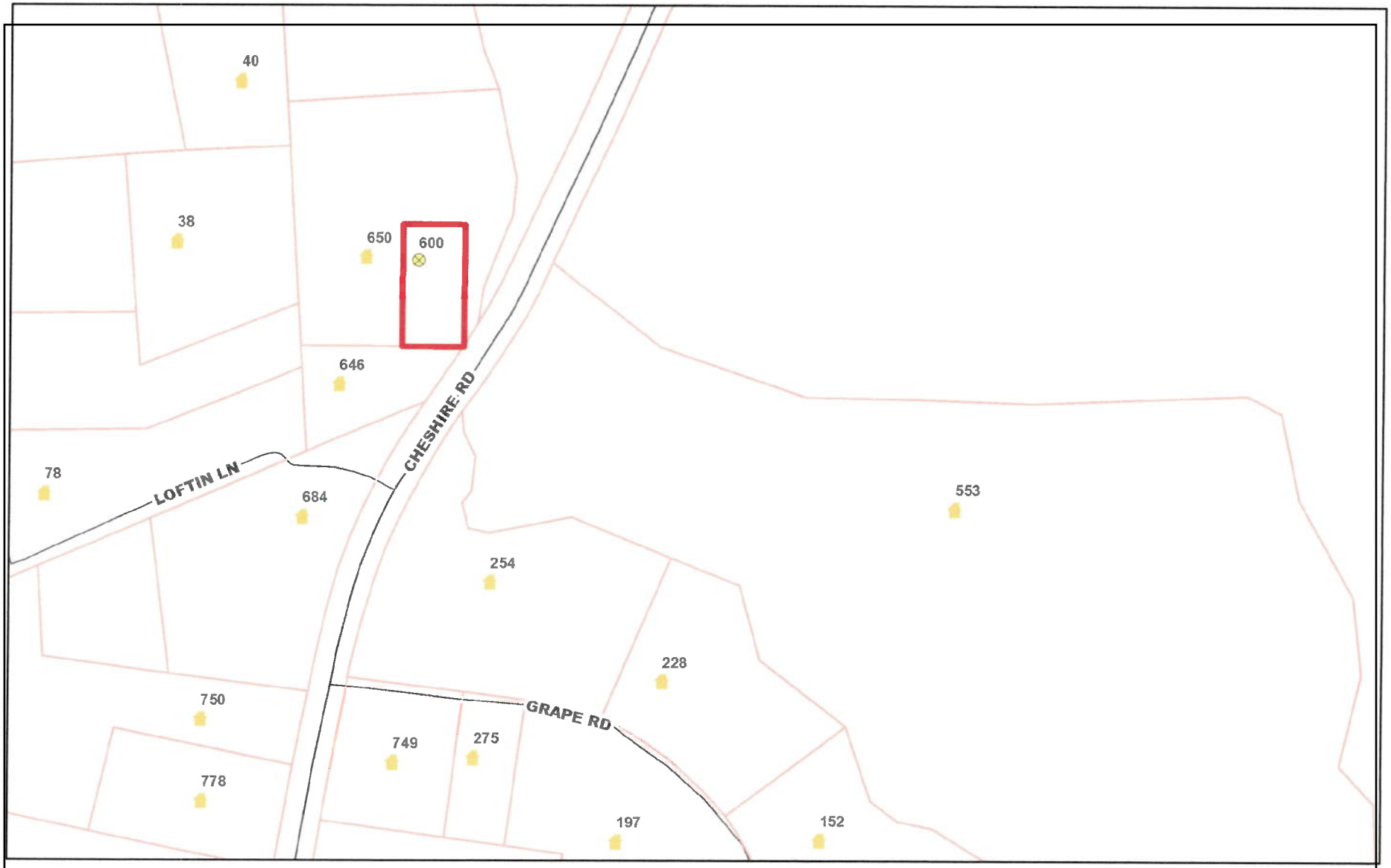
On June 5,2023, the BOCC authorized the sale of the parcel by public auction:

The auction was conducted online ending on November 10,2023.

At the close of the auction the high bids were of tax value or higher for each of the parcels. Additional details on the property and high bid are included in the agenda packet.

Staff recommends that the board accept the high bid by adopting the attached resolution.

Requested action: Approval of the attached resolution accepting high bid for property.



PIN: 3224-46-2015-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4683/275

Property Address: ~~600 CHESHIRE RD~~
Description: 0.46 AC OFF 1426

Sale Price: $6,500
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1001539
Township: ROCKY POINT
Subdivision:
Tax Codes: G01 F25 R40

Acres: 0.46
Land Value: $28,400
Building Value: $18,197
Total value: $46,597
Deferred Value: $0
Exempt Amount: 0
PCL Class: R
Heated Sq Feet: 480

Pender County

1:2,662

0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km

1 inch = 222 feet

January 11, 2022



PIN: 3321-22-7541-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 700/306

Property Address: 117 HWY OFF
Description: OFF W/S 117

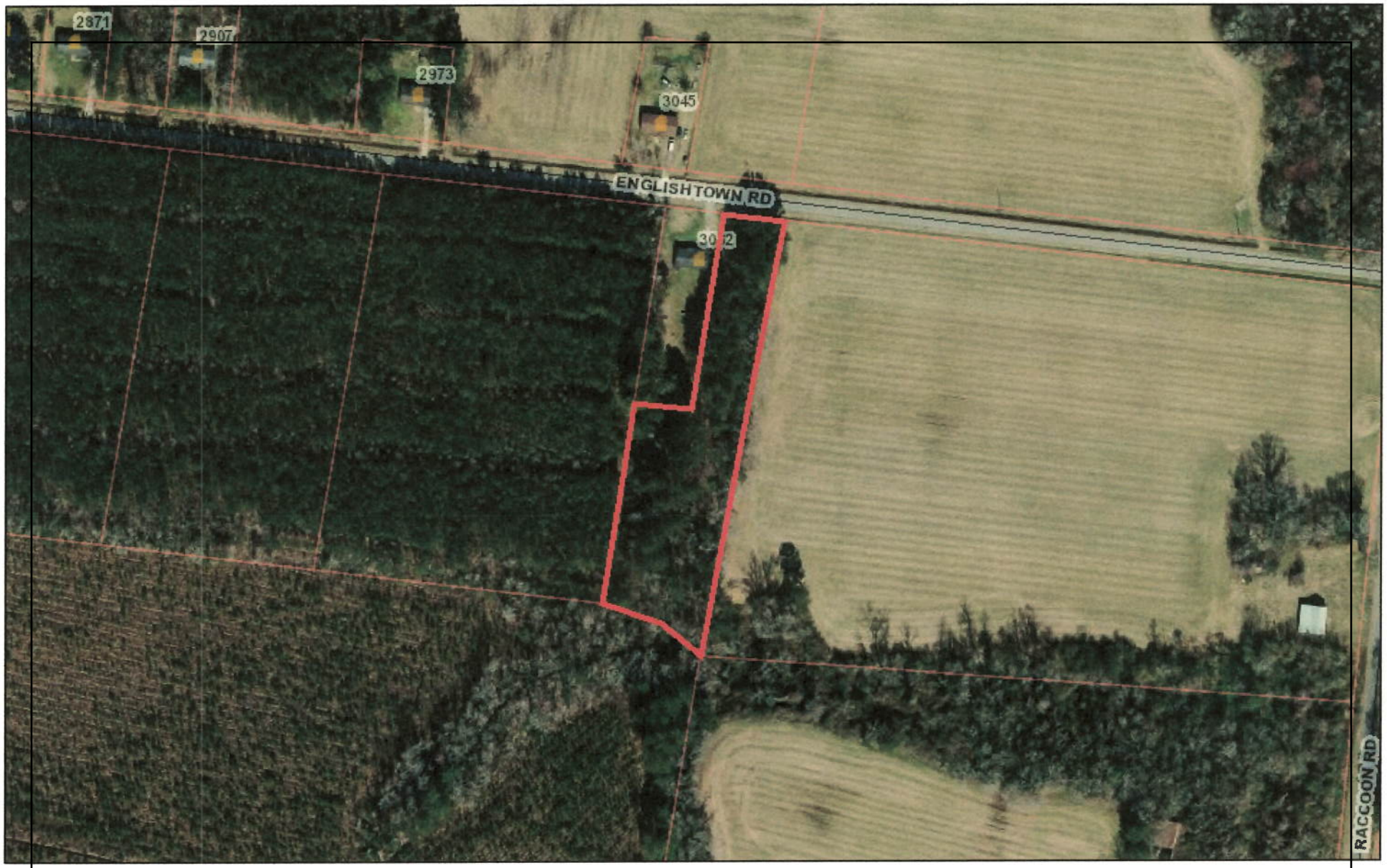
Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 590317
Township: UNION
Subdivision:
Tax Codes: G01 F21 R40

Acres: 0.55
Land Value: $6,253
Building Value: $0
Total value: $6,253
Deferred Value: $0
Exempt Amount: 6253
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:3,360
0 0.025 0.05 0.1 mi
0 0.0375 0.075 0.15 km
1 inch = 280 feet
12/31/1969

N
W E
S



PIN: 2373-67-4493-0000
Owner: PENDER COUNTY
805 S WALKER ST
BURGAW, NC 28425
Deed Ref: 1356/1

Property Address:
Description: ON 1300 S/SIDE

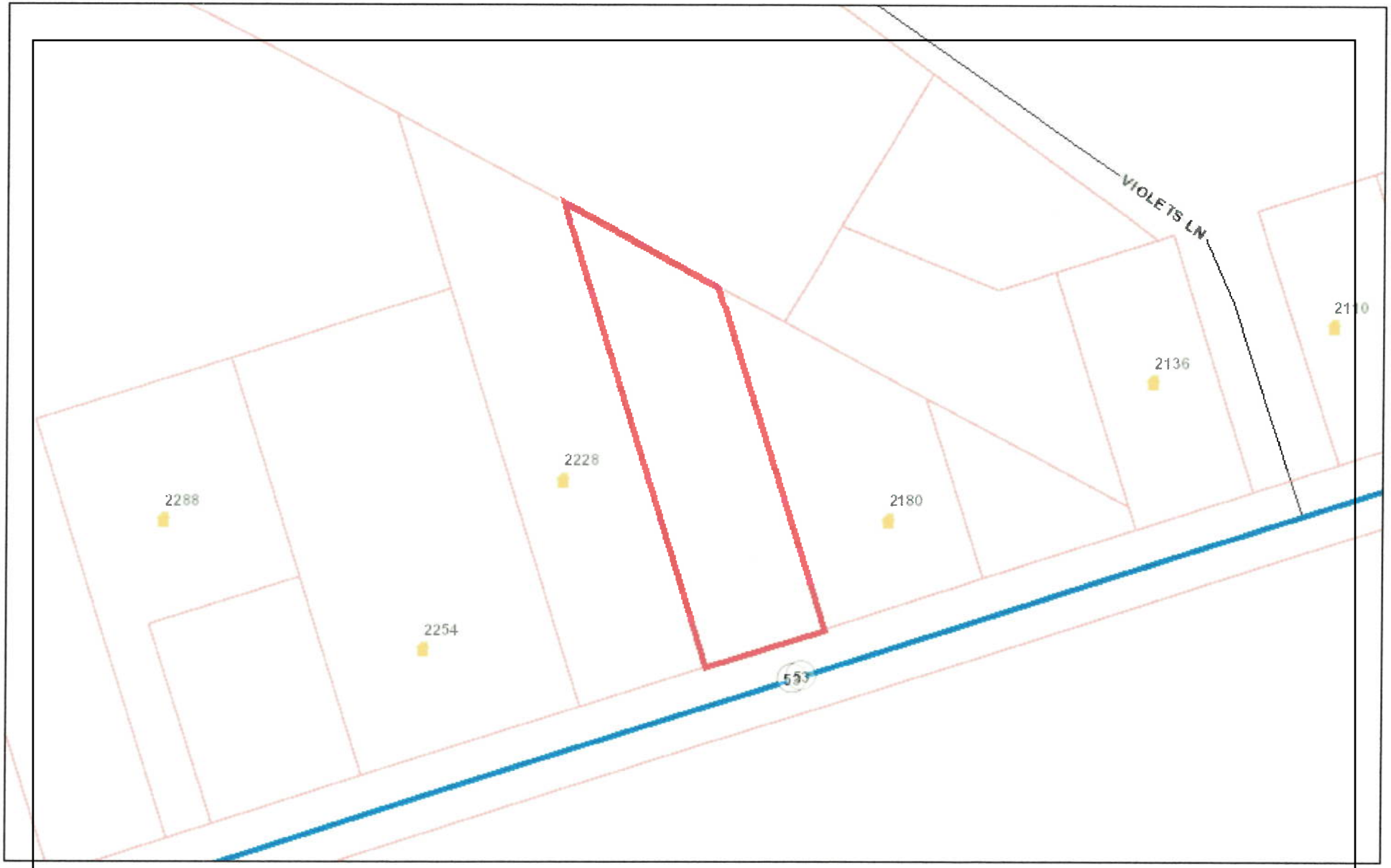
Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 26133
Township: UNION
Subdivision:
Tax Codes: G01 F27 R40

Acres: 1.96
Land Value: $7,614
Building Value: $660
Total value: $8,274
Deferred Value: $0
Exempt Amount: 8274
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:2,571
0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km
1 inch = 214 feet
12/31/1969

N
W E
S



PIN: 3219-30-4406-0000
Owner: PENDER COUNTY
P O BOX 366
BURGAW, NC 28425
Deed Ref: 1190/98

Property Address:
Description: N/S HWY 53 2 MI W/BURGAW

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 590303
Township: BURGAW
Subdivision:
Tax Codes: G01 F21 R40

Acres: 1.14
Land Value: $13,520
Building Value: $0
Total value: $13,520
Deferred Value: $0
Exempt Amount: 13520
PCL Class: EX-1
Heated Sq Feet:

Pender County

1:1,341

0 0.01 0.02 0.04 mi
0 0.015 0.03 0.06 km

1 inch = 112 feet

12/31/1969

N
W E
S



PIN: 2385-24-8225-0000
Owner: PENDER COUNTY
805 S WALKER ST
BURGAW, NC 28425
Deed Ref: 424/636

Property Address:
Description: ON RD 1305 NEAR RD 1001

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 26133
Township: UNION
Subdivision:
Tax Codes: G01 F27 R40

Acres: 0.4
Land Value: $5,332
Building Value: $0
Total value: $5,332
Deferred Value: $0
Exempt Amount: 5332
PCL Class: EX-1
Heated Sq Feet:

Pender County

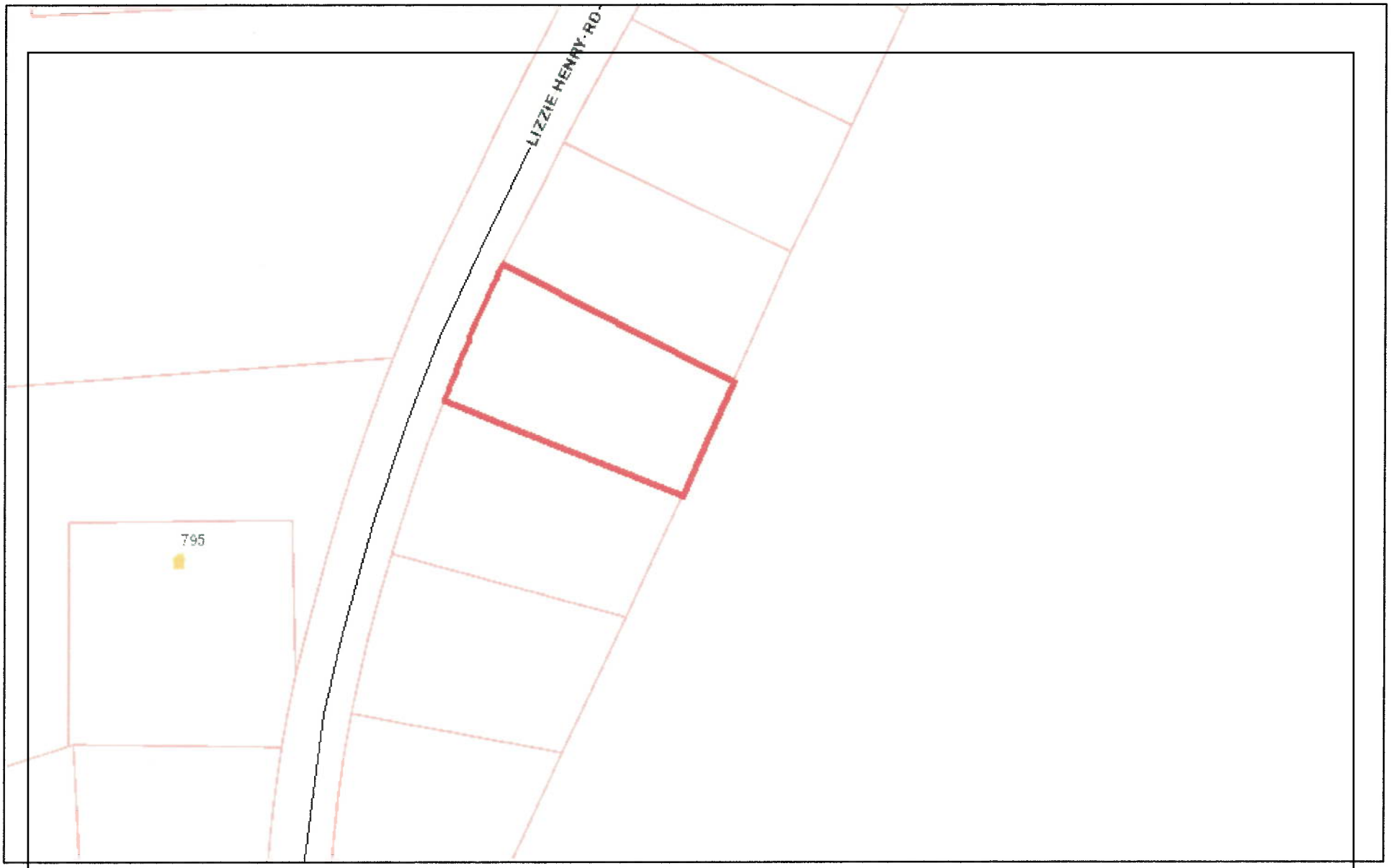
1:1,356

0 0.01 0.02 0.04 mi
0 0.015 0.03 0.06 km

1 inch = 113 feet

12/31/1969

N W E S



PIN: 2341-38-3612-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4689/2713

Property Address:
Description: LOT 5 LIZZIE HENRY S/R 1210

Sale Price: $4,000
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 1002215
Township: COLUMBIA
Subdivision:
Tax Codes: G01 F26 R40

Acres: 0.68
Land Value: $7,600
Building Value: $0
Total value: $7,600
Deferred Value: $0
Exempt Amount: 7600
PCL Class: E
Heated Sq Feet:

Pender County

1:1,537

0 0.01 0.02 0.04 mi
0 0.0175 0.035 0.07 km

1 inch = 128 feet

07/25/2019

N
W E
S

Asset Statuses

ID	Description	VIN/Serial	Bidders	Starting Bid	Bids	Hits	Visitors	Auction Started	Auction Ended	
17	Tax Foreclosure Sale - Wooded, Residential Lot	3321-22-7541-0000	0	$6,253.00	0	2,411	1,847	15 May 2023 09:37 AM ET	15 Jun 2023 10:28 AM ET	Land locked High voltage Power lines
24	Tax Foreclosure Sale - Wooded, Residential Lot	2268-97-8277-0000	1	($18,250.00)	1	4,009	3,204	11 Apr 2023 09:35 AM ET	12 May 2023 08:28 AM ET	Land locked 2.75 ac wetlands
29	Tax Foreclosure Sale - Wooded, Residential Lot	3224-46-2015-0000	3	($15,495.00)	48	3,332	2,474	11 Apr 2023 09:31 AM ET	12 May 2023 02:59 PM ET	Land locked 0.25 ac wetlands
31	Tax Foreclosure Sale - Wooded, Residential Lot	4214-28-3069-0000	0	$45,270.00	0	6,600	5,296	05 Jun 2023 08:20 AM ET	06 Jul 2023 10:30 AM ET	Easement access Hampstead
33	Tax Foreclosure Sale - Wooded, Residential Lot	2373-67-4493-0000	4	($8,274.00)	31	2,795	1,861	02 May 2023 11:23 AM ET	02 Jun 2023 11:35 AM ET	Very rural property with odd shape
34	Tax Foreclosure Sale - Wooded, Residential Lot	3219-30-4406-0000	2	($13,520.00)	2	2,538	1,850	02 May 2023 11:35 AM ET	02 Jun 2023 11:35 AM ET	Commerical nbhd correction
35	Tax Foreclosure Sale - Wooded, Residential Lot	2341-38-3612-0000	0	$7,600.00	0	2,364	1,791	05 Jun 2023 08:20 AM ET	06 Jul 2023 11:39 AM ET	Rural 0.25 Wetlands
37	Tax Foreclosure Sale - Wooded, Residential Lot	3323-70-5947-0000	0	$9,200.00	0	3,128	2,439	05 Jun 2023 08:19 AM ET	06 Jul 2023 11:53 AM ET	Land locked 0.35 Wetlands
38	Tax Foreclosure Sale - Wooded, Residential Lot	2393-57-8698-0000	0	$7,251.00	0	2,363	1,784	05 Jun 2023 08:20 AM ET	06 Jul 2023 11:57 AM ET	Land locked rural
40	Tax Foreclosure Sale - Wooded, Residential Lot	2385-24-8225-0000	0	$5,332.00	0	3,185	2,510	05 Jun 2023 08:21 AM ET	06 Jul 2023 12:11 PM ET	Triangle not buildable

17	Tax Foreclosure Sale - Wooded, Residential Lot	3321-22-7541-0000	0	$3,126.50	0	2,411	1,847	15 May 2023 09:37 AM ET	15 Jun 2023 10:28 AM ET	Land locked High voltage Power lines
24	Tax Foreclosure Sale - Wooded, Residential Lot	2268-97-8277-0000	1	$10,275.00	1	4,009	3,204	11 Apr 2023 09:35 AM ET	12 May 2023 08:28 AM ET	Land locked 2.75 ac wetlands
29	Tax Foreclosure Sale - Wooded, Residential Lot	3224-46-2015-0000	3	$11,500.00	48	3,332	2,474	11 Apr 2023 09:31 AM ET	12 May 2023 02:59 PM ET	Land locked 0.25 ac wetlands
31	Tax Foreclosure Sale - Wooded, Residential Lot	4214-28-3069-0000	0	$40,270.00	0	6,600	5,296	05 Jun 2023 08:20 AM ET	06 Jul 2023 10:30 AM ET	Easement access Hampstead
33	Tax Foreclosure Sale - Wooded, Residential Lot	2373-67-4493-0000	4	$7,614.00	31	2,795	1,861	02 May 2023 11:23 AM ET	02 Jun 2023 11:35 AM ET	Very rural property with odd shape
34	Tax Foreclosure Sale - Wooded, Residential Lot	3219-30-4406-0000	2	$9,860.00	2	2,538	1,850	02 May 2023 11:35 AM ET	02 Jun 2023 11:35 AM ET	Commerical nbhd correction
35	Tax Foreclosure Sale - Wooded, Residential Lot	2341-38-3612-0000	0	$5,725.00	0	2,364	1,791	05 Jun 2023 08:20 AM ET	06 Jul 2023 11:39 AM ET	Rural 0.25 Wetlands
37	Tax Foreclosure Sale - Wooded, Residential Lot	3323-70-5947-0000	0	$5,700.00	0	3,128	2,439	05 Jun 2023 08:19 AM ET	06 Jul 2023 11:53 AM ET	Land locked 0.35 Wetlands
38	Tax Foreclosure Sale - Wooded, Residential Lot	2393-57-8698-0000	0	$5,881.00	0	2,363	1,784	05 Jun 2023 08:20 AM ET	06 Jul 2023 11:57 AM ET	Land locked rural
40	Tax Foreclosure Sale - Wooded, Residential Lot	2385-24-8225-0000	0	$2,666.00	0	3,185	2,510	05 Jun 2023 08:21 AM ET	06 Jul 2023 12:11 PM ET	Triangle not buildable

Pender County
Refund/Release Requests for items meeting NC G.S 105-381

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	December 4, 2023
SUBJECT:	Refund/Release Requests for items meeting NC G.S 105-381

SUMMARY:
The attached spreadsheet shows all requested refunds/releases. All meet the statutory requirements of NC G.S. 105-381 and have back up to show proof if needed. It is the recommendation of the Tax Administrator to approve these releases/refunds as stated in the attached spreadsheet.

ACTION REQUESTED:
Approve the attached release/refunds as recommended by the Tax Administrator.

Property to be released	Value to be released	$ to be released	Tax year to be released	Reason for release	Recommendation
PUV release of value	41,567	$390.73	2023	Software didn't roll the PUV value from 2022 to 2023, found after 2023 billing - this corrects	Approve
Boat	14,979	$138.56	2023	Value appeal - appeal was timely; not processed timely by staff	Approve

Pender County
Motor Vehicle Releases and Refunds

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	December 4, 2023
SUBJECT:	Motor Vehicle Releases and Refunds

SUMMARY:
This list includes all motor vehicle refund and releases processed through the NCVTS system with DMV. These refunds and releases result from prorations of tax due to the return of a NC license plate to the DMV office (usually for vehicles/trailers that have been sold, totaled, gifted to new owner, wrong situs address, approved for exemption, etc). NC DMV has also approved these refunds, Board action allows Pender County to issue checks back to the owner.

The refunds and releases shown are recommended for approval by the Pender County Tax Office.

ACTION REQUESTED:
Approve the NC motor vehicle release and refunds shown.

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ANDREASEN, CRAIG JUSTIN	292445289	169.50	MILTRY EXEMPT
2022	ANDREASEN, CRAIG JUSTIN	292445280	115.67	MILTRY EXEMPT
2022	BROWN, JONATHAN ROSS	291385683	152.02	MILTRY EXEMPT
2023	CARLTON, STEPHEN HIGHSMITH	292056993	1,162.26	DOUBLELIST
2022	GARNER, CHAD HARDEE	291590130	194.26	OUT OF STATE
2022	HOPKINS, ARRUE LAMAR	291385461	326.97	EXEMPT
2023	JONES, RACHEL ANA	292138950	254.36	SOLD
2021	NAZZARO, TREVOR	291878277	113.99	MILTRY EXEMPT
2023	ONEAL, RICHARD JAMES JR	291386331	227.07	MILTRY EXEMPT
2022	O'QUINN, RONALD THOMAS	292846782	592.80	OUT OF STATE
2023	SANDERSON, KEVIN BRIAN	391242316	334.64	SOLD
2022	STERNLONCZAK, DANIEL	291386313	384.11	MILTRY EXEMPT
2023	TINNEY PAINTING INC	389927032	316.22	SITUS
2022	WALLER, SHARONDA	389298404	152.51	SITUS
2023	WILLIAMS, ANDREW DAVID	293449371	350.44	SOLD
TOTAL REFUNDS OVER $100			$4,846.82	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2023	ADAMS, JERRY CARL	390463152	26.78	SITUS
2022	ADAMS, JERRY CARL	390463164	47.35	SITUS
2022	ANDREASEN, CRAIG JUSTIN	292445295	57.41	MILTRY EXEMPT
2023	BELL, DEIDRA ELISE	289183864	85.47	SITUS
2022	BROWN, JONATHAN ROSS	291385674	85.05	MILTRY EXEMPT
2022	CLETICDOODS INC	292534749	35.59	DESTROYED
2022	CLEWIS, JERRY DON	292138791	23.48	SOLD
2022	DEKTOR, DAVID LESLIE	291888465	19.45	DESTROYED
2022	HAYGOOD, JOHN DANIEL	291590484	48.08	OUT OF STATE
2022	JORDAN, TOM RAY	291590445	7.92	OUT OF STATE
2022	KERR, SHIRLEY MAY	293431884	62.06	SOLD
2022	MARCANTONIO, MINDY LOU	292861749	34.21	SOLD
2022	MCGUIRE, GLENN CHRISTOPHER	292353771	60.40	SOLD
2021	MCKELVEY, JORDAN LEE	291491301	22.82	SOLD
2022	MCKENNA, EDWARD JAMES	291590499	39.91	SOLD
2022	MCKENNA, EDWARD JAMES	291590538	8.22	SOLD
2023	MITCHELL, JAMES FITZGERALD	389169836	16.55	SITUS
2022	PACIFICO, JOAN MARIE	291590019	17.47	SOLD
2022	PARHAM, CLINTON ROGER	292626510	32.24	SOLD
2022	RAYNOR, BOBBY LYNN	292340637	27.84	SOLD
~~2022~~	~~REYNOLDS, MELVIN LEROY~~	~~291386025~~	~~18.99~~	~~SOLD~~
2023	SCHECHTER, MARTIN	390463148	72.32	SITUS

2023	SHARPE, THOMAS MICHAEL	292846458	65.05	ADJSTD VALUE
2022	SHERRILL, ROBERT EUGENE	291386208	5.19	SOLD
2022	SHERRILL, ROBERT EUGENE	291385725	4.46	SOLD
2022	STALLINGS, KEVIN DURWOOD	292847217	52.00	SOLD
2022	STOWE, EDWARD WELLS JR	291877392	46.89	ADJSTD VALUE
2022	THOMAS, DONALD RAY	291385425	51.74	SOLD
2023	WATROBA, MORGAN BRITTNEY	388899348	84.96	ADJSTD VALUE
2022	WERNER, MONALENE ELLA	291361914	22.77	DESTROYED

TOTAL REFUNDS UNDER $100 $1,182.67

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $6,029.49

Pender County
November 6, 2023 BOCC Meeting Minutes

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	December 4, 2023
SUBJECT:	November 6, 2023 BOCC Meeting Minutes

SUMMARY:
Attached are the minutes for the November 6, 2023, BOCC meeting.

ACTION REQUESTED:
Approval of the November 6, 2023, BOCC meeting minutes.

MINUTES
Board of County Commissioners Meeting
Monday, November 6, 2023 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Fred McCoy
Jacqueline A. Newton
Jerry Groves
Wendy Fletcher-Hardee
Brad George

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Patrick Buffkin, Staff Attorney
Lexi Stanfield, Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

1.1 Chair Newton called the meeting to order at 4:00PM.

2 INVOCATION

2.1 Chair Newton gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner George led the pledge of allegiance.

4 ADOPTION OF AGENDA

4.1 Chair Newton announced two (2) items needed to be added to the agenda. Item 6.2 County Water Update and item 9.5 Jury Commission Appointment.

Vice-Chair Hardee made a motion to add 6.2 County Water Update to the agenda. Commissioner Groves seconded the motion. Motion carried.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to add item 9.5 Jury Commission Appointment and adopt the agenda with the additional items.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

6.1 Veterans Services Office Fall 2023 Update

Michelle Leach, Veteran's Services Director, gave an update on upcoming events. Operation Greenlight starts today and will run to November 12th. Pender County Veteran's Services is asking citizens also show support for Veteran's by light their homes in green lights as well. There are two Veteran Coffee Talk events coming up. One will be held on November 9th, 2023, at 9:00AM at Heritage Place and the second will be held on December 1st, 2023, at 9:00AM at Topsail Senior Center. The Veterans Parade will be held on November 11th, 2023, on 3rd Street in Wilmington, NC. Wreathes Across American will be held on December 16th, 2023, at 12:00PM at Andrews Mortuary in Hampstead, NC. The Town of Burgaw Veterans Day Program will be on November 11th, 2023, at 11:00AM. Additionally, a documentary about Veteran struggles is premiering in New Hanover County. The date for the Pender County premiere has not been set.

6.2 Pender County Water Update

Anthony Colon, Utilities Director, gave the water update. Colon and James Proctor, Deputy Director of Utilities, wanted to meet with Sampson County to discuss the possibility of connecting the more western side to their water. They are still in the process of discussing water connections with neighboring counties. Samantha Jones connected Colon to Carson Smith to get funding in 2025. In total, there

are eighteen (18) miles needing coverage.

7 PUBLIC COMMENT FOR AGENDA ITEMS

8 CONSENT AGENDA

8.1 Approval of Sole Source vendor for Quarter Circle 10 for supplies for Special Response Team.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to adopt the consent agenda.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

8.2 2023 appeal release requests after adjournment of the Board of Equalization and Review

8.3 Approval of Sole Source vendor for the purchase of equipment from Avail Forensics, LLC.

8.4 Approval of Sole Source (Multi-year) vendor Motorola Solutions for Annual Preventative Maintenance on Portable and Mobile radios.

8.5 Approval to increase Purchase Order for Batteries of NC in the amount of $25,000.

8.6 Approval of a Purchase order for Annual Software Licensing and Maintenance $40,000.00

8.7 Refund of Overpayment of Excise Tax

8.8 2024 Calendar Regular Meetings

8.9 October 2, 2023, BOCC Meeting Minutes

8.10 Taxpayer request for release of late penalties

8.11 Release Request of Personal Property Value received timely within the appeal period

8.12 Present Use Value Release Request

8.13 Motor Vehicle Releases and Refunds

8.14 Release request due to application for Disabled Veteran processed after billing

8.15 Approval of Purchase Order for the purchase of a 2020 F-150 XLT truck in the amount of $42,485.00.

8.16 Order to Advertise 2022 Tax Liens

8.17 Approval of a Purchase Order to i2i Systems, Inc in the amount of $23,280

8.18 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: $49,265

8.19 Approval to Increase Purchase Order to Target Specialty Products by $20,000 for Chemicals to Spray Mosquitos.

8.20 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2023-2024: $82,000

9 APPROVALS AND RESOLUTIONS

9.1 Approval of the Scope of Services for the Pender Memorial Hospital Board of Trustees

Sarah Taylor, Assistant to the County Manager, presented the item to the Board. Pender Memorial Hospital is expanding the scope of work for the Board of Trustees following the deal with Novant. Pender County Board of Commissioners appoints six (6) of the eleven (11) members to the Board of Trustees, one being a commissioner. Staff ask the Board to approve the new scope of services.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to Approve the Scope of Services for the Pender Memorial Hospital Board of Trustees

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.2 Pender County Water Tower Logo Design

Brandi Cobb and Anthony Colon, Communications Manager and Public Utilities Director respectively, presented the Pender County Water Tower Logo Design. Pender County Utilities previously paid $20,000.00 for the Public Utilities Logo to be painted on the new water tower near Scotts Hill. Colon feels the Board should have had an opportunity to vote on the design prior to paying. The company who designed the template can change the logo for an additional $2,000.00. The Board discussed the different options presented: County Seal, County logo, or Pender County Public Utilities logo.

Moved by Jerry Groves, seconded by Brad George

Motion to Approve Change in Water Tower Logo design from the Pender County Public Utilites Logo to the Pender County Turtle Logo. Moved by Brad George, Seconded by Wendy Fletcher-Hardee. No additional votes to approve. Motion Failed.

Motion to Keep Water Tower Logo design as the Pender County Public Utilites Logo. Moved by Fred McCoy. No Second. Motion Failed.

Motion to Approve Change in Water Tower Logo design from the Pender County Public Utilites Logo to the Pender County Seal. Motion Carried.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.3 Approval of Purchase Order and Budget Amendment to Purchase a Truck for $41,467.10

Anthony Colon, Public Utilities Director, presented the Approval of Purchase Order and Budget Amendment to the Board. The truck was budgeted for FY24, but more funding is needed to cover the cost of the purchase order. Public Utilities is experiencing a shortage in vehicles due to a car wreck recently. The lack of vehicles is interfering with

Utilites ability to fulfill their job tasks. Utilities will be receiving an insurance check in the amount of $10,000.

Moved by Brad George, seconded by Fred McCoy

Motion to Approve Purchase Order and Budget Amendment to Purchase a Truck for $41,467.10

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.4 Application for Gift - Eagle Scout Project

Zach White, Director of Parks and Recreation, presented the Application for a Bocce Ball Court as a part of an Eagle Scout Project by Skyler Scholtis. This court would be 10'x60' in size at the Kiwanis Park. White presented the excavation plan to the Board. The court would have a stone base foundation, recycled crushed oyster shell surface, and a pressure treated lumber frame. A permit or inspection is not required to build the bocce ball court. Skyler Sholtis addressed the Board and spoke about his desire to build the court. Mr. Sholtis is from California and wanted to bring a piece of California to North Carolina. The Bocce Ball Court is his contribution.

Moved by Wendy Fletcher-Hardee, seconded by Jerry Groves

Motion to approve the Application for Gift- Eagle Scout Project

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

9.5 Jury Commission Appointment

Lexi Stanfield, Clerk to the Board, presented this item. Pender County's Jury Commission has one member appointed by the Board of Commissioners. Shayne Frey, who served last year, has volunteered to be reappointed to the Jury Commission for the 2024-2025 year.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to appoint Shayne Frey to the Jury Commission

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

10 DISCUSSION

10.1 Discussion Regarding the Proposed Gift of a Historical Marker for the Courthouse Square

Commissioner McCoy requested this item to be on the agenda and opened discussion up among the Board. Commissioner McCoy is in favor of the historical marker. It would cost $2,985.00 and be paid for by the Johanson family. The Johanson family previously requested family members be honored with their name listed at the bottom of the sign in .25-inch silver font. Chair Newton raised concerns of equity. Mike Taylor spoke on behalf of the family. If there is issue with their names being on the sign, they are willing to take the names off. Commissioner Groves requested the item be tabled.

11 APPOINTMENTS

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

17.1 Approval of the Job Description for the Health and Human Services Director

Carolyn Moser, Health and Human Services Director, presented this item. This is an annual item the Board must approve. There have been no changes in the job description since last year.

Moved by Wendy Fletcher-Hardee, seconded by Brad George

Motion to approve the Job Description for the Health and Human Services Director

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

17.2 Board of Health Handbook and Annual Training

Carolyn Moser, Health and Human Services Director, presented this item. The approval of this is a part of an accreditation. There were a few changes made since last year. The book mentions the advisory board. This board is mostly an advocacy board and holds no power in making formal decisions. The Organizational chart has been updated, as well as the adjudication. Section nine (9) has a new report and strategic Plan for 2023-2024. A new plan will take place starting January 1, 2024.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to Approve the Board of Health Handbook and Annual Training

	For	Against	Abstained	Absent
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

18 SOCIAL SERVICES BOARD

19 PUBLIC COMMENT

19.1 Cheryl Highsmith requested the Board honor Desmond Jordan for his World Championship record for deadlifts and his work in the Community. The Board agreed a resolution honoring him was needed and would be scheduled for the following meeting.

20 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

20.1 Chair Newton requested Norwood Blanchard be put on the agenda for the next meeting for reappointment to the Lower Cape Fear Water and Sewer Authority. Chair Newton spoke about the railroad presentation and its future as energy. She also praised Senator Brent for his hard work with the Pender County Budget.

20.2 Allen Vann, Assistant County Manager, reminded the public of the temporary access to Abbey Nature Preserve. It is now open and is located at 1035 Scotts Hill Loop Rd. Vann also praised the Parks and Recreation department for their efforts in creating signage for the public to find the temporary access.

20.3 Trey Thurman, County Attorney, requested the Board go into closed session pursuant to item three (3) Attorney Client Privilege for 22 CVS 1029 and others. Thurman also notified the Board he had spoken to Anthony Colon and would be coming to the Board at the next meeting with a formal recommendation for a settlement.

20.4 Commissioner George recently attended the Train Depo. He found it very informative. He asked the citizens remember Friday is a holiday because of the veterans who served. Commissioner George thanked those who have served.

20.5 Commissioner McCoy praised the Meals on Wheels organization and briefly spoke about the Fall Festival.

20.6 Commissioner Groves spoke about his time attending the Train Depo alongside Commissioner George. He spoke about how informative it was and gave a short summary of where NC is at with that project. Commissioner Groves noted he would like another study done at Malpass Corner.

20.7 Vice-Chair Hardee informed the public of WMPO's $11million grant awarded to North Carolina ports.

21 CLOSED SESSION (IF APPLICABLE).

Moved by Brad George, seconded by Fred McCoy

Motion to go into Closed Session Pursuant to item (3) Attorney Client Privilege regarding 22 CVS 1029 and other cases.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

22 ADJOURNMENT

22.1 A motion was made to return to open session. Motion was seconded and carried. Motion to adjourn the meeting was made and seconded. Motion carried. Meeting adjourned at 6:45PM.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Jeremy Drummond
DATE:	December 4, 2023
SUBJECT:	Approval to Increase Purchase Order for Bluewater Plumbing in the amount of $30,000.

SUMMARY:
Pender County Facilities Department is requesting to increase the Purchase Order for Bluewater Plumbing for the immediate repair of the DSS building and other possible emergency repairs. These funds are budgeted for and will come from account 500-401500.

ACTION REQUESTED:
Approval to increase Purchase Order for Bluewater Plumbing in the amount of $30,000.

PENDER COUNTY

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR: 10 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
500 FACILITIES MAINTENANCE								
500 401500	MAINTENANCE/REPAIR -	600,000	21,851	621,851	110,211.83	39,876.29	471,762.58	24.1%
TOTAL FACILITIES MAINTENANCE		600,000	21,851	621,851	110,211.83	39,876.29	471,762.58	24.1%
TOTAL GENERAL FUND		600,000	21,851	621,851	110,211.83	39,876.29	471,762.58	24.1%
	TOTAL EXPENSES	600,000	21,851	621,851	110,211.83	39,876.29	471,762.58	

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	December 4, 2023
SUBJECT:	Request Approval to increase Membrane Plant budget by $1,289,990

SUMMARY:
Pender County recently provided CDM Smith with a Notice to Proceed for Preliminary Design of
their new Membrane Water Treatment Plant. Due diligence was completed and proved that the Corbett site is suitable for this new facility and wells. CDM Smith is now preparing for the much-anticipated Preliminary Design phase of this project. Preparation includes adjusting the contract scope and fee to account for modifications to the planned work and for cost escalation impacts over the 3-year project delay.

There remains approximately $6.7 million in professional services to be performed for the Membrane Water Treatment Plant. This fee was originally budgeted in October 2020 and will be impacted by inflation. During the project delay, there has been abnormally high inflation of 7% in 2021, 6.5% in 2022, and 3.7% in 2023. This results in a 3-year compounded inflation rate is 18.17%. Staff salaries and subcontractor costs have all been increased to account for inflation.

The Membrane Water Treatment Plant is being funded by the Drinking Water State Revolving Fund, as well as Pender County Utilities accounts 68-404505/61-404505.

ACTION REQUESTED:
Pender County Utilities requests approval to increase the Membrane Water Treatment Plant budget by $1,289,990.

ATTACHMENTS:
Cover Letter for Amendment No.4
Amendment No.4 to CDM Smith Engineering Contract

5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
tel: 919 325-3500
fax: 919 781-5730

November 3, 2023

Anthony Colon
Director of Utilities
605 E Fremont Street
Burgaw, NC 28425

Subject: Pender County Eastern Area Water System Improvements
Amendment No.4 to Agreement between Pender County and CDM Smith

Dear Mr. Colon:

Pender County recently provided CDM Smith with a Notice to Proceed for Preliminary Design of their new Reverse Osmosis Water Treatment Plant (RO WTP). Due diligence was completed and proved that the Corbett site is suitable for this new facility and wells. CDM Smith is now preparing for the much-anticipated Preliminary Design phase of this project. Preparation includes adjusting the contract scope and fee to account for modifications to the planned work and for cost escalation impacts over the 3-year project delay. The enclosed draft Amendment No.4 details the contract modifications, and the following is a summary the changes.

Fee Change due to Project Delay	Fee Change
1. There remains approximately $6.7 million in professional services to be performed for the RO WTP. This fee was originally budgeted in October 2020 and will be impacted by inflation. During the project delay, there has been abnormally high inflation of7% in 2021, 6.5% in 2022, and 3.7% in 2023. This results in a 3-year compounded inflation rate is 18.17%. Staff salaries and subcontractor costs have all been increased to account for inflation.	$1,251,860

Change in Scope of Services

1. Task 010 – Due Diligence for WTP Site
   An archaeological survey for Corbett site is required by the State Historic Preservation Office. $44,500

2. Task 100 - Project and Quality Management
   The duration for Task 100 was originally 22 months and was based on all work being executed concurrently and starting November 3, 2020. This plan changed when the original WTP site was abandoned, and the project was then subdivided so that some work could proceed in 2021. A portion of the Project and Quality Management performed since 2021 was not anticipated. This amendment item rectifies the Task 100 fee for out-of-scope management performed between November 2000 and September 2023. $125,830

3. Task 200 – Preliminary Design
   Subtask 204 – Production Well Planning currently includes services to design and locate wells based on standard setbacks. The hydrogeologic conditions at the Corbett site are complex and there's significant value in developing a groundwater model to optimize well locations and to more accurately predict site wide groundwater yield and drawdown impacts to surrounding wetlands and the Pee Dee aquifer. The model can assess multiple operation conditions, optimizing wellfield operation to maximize yield and mitigate drawdown impacts. $42,000

4. Subtask 204 – Production Well Planning
   The current contract includes the installation of an 8-inch production well, which will be used for full scale testing of the aquifer. It will provide data for groundwater modeling and evaluation and optimization of the final well field design. Recent well testing has indicated that a 12-inch diameter well would provide optimum yield and better well pumping efficiency. The amendment item includes the fee to increase the production well size from 8-inches to 12-inches.

   In addition, a small diameter (2-inch), shallow well is proposed for monitoring the surficial aquifer during pump testing of the production well. This will confirm the extent of confinement of the Pee Dee Aquifer, provide site specific data for determining potential impacts to onsite and surrounding wetlands, and confirm that treatment processes do not need to be modified for intrusion of water quality form other aquifer zones. $87,800

5. Task 200 – Preliminary Design
   The change in location of the RO WTP from Sidbury Road to Route 210 has resulted in a 25% reduction in pipeline to be designed. ($20,000)

6. Task 300 – Final Design
   The change in location of the RO WTP from Sidbury Road to Route 210 has resulted in a 25% reduction in pipeline to be designed and field survey. ($379,000)

7. Task 300 – Final Design
   The Corbett site is roughly twice the size of the Sidbury Road location for the new RO WTP. As a result, the boundary survey fee of the Corbett site is double the original fee. $50,000

8. Task 400 – Funding Program Support
   A total of 5 SRF loan applications have been submitted to date and 2 more applications anticipated in the future. The contract defines submittal of two applications and will be revised to a limit of 7 applications. $42,000

9. Task 400 – Funding Program Support
   The contract defines submittal of one Environmental Report with one Basis of Design Report to the State, for both the Scotts Hill Tank and RO Water Treatment Plant. These projects were to be designed simultaneously and one Engineering Report would be adequate. The project approach has changed, portions of work separated, and an Engineering Report already developed for the Scotts Hill Tank and Wells project. Therefore, a second Engineering Report is required for the new RO WTP and Wells. $45,000

Total Fee Adjustment for Amendment No.4: $1,289,990

It is our intent to commence the Preliminary Design effort and would appreciate your consideration of this request for a contract amendment. If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,



Gregory A. Roy, PE
Vice President and Senior Project Manager
CDM Smith Inc.

Enclosure

AMENDMENT NO: 4
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Amendment No.4 is made and entered into this day of , 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and Pender County ("OWNER") dated November 2, 2020, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the *Eastern Pender Service Area Water System Improvements*, and

WHEREAS, the parties desire to amend the Agreement for the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties;

NOW THEREFORE, in consideration of the mutual understanding and Agreements contained herein, the parties agree to amend the Agreement as follow.

The OWNER is proceeding with the planning and design for a new Reverse Osmosis Water Treatment Plant (RO WTP), wellfields and distribution system expansions. This Amendment No.4 modifies scope and fee, due to a 3-year delay in commencing the work, for the ENGINEER to complete services defined under Task 010 through Task 600. Details regarding how the Agreement is to be modified are provided below.

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

   a. Fee Change due to Project Delay

   All scope and fee required for the new RO WTP was developed in October 2020 and the Agreement between OWNER and CDM Smith was executed in November 2020. There has been a 3-year delay in commencing these professional services and the current contract fee is now obsolete. The level of effort to execute the remaining work under Tasks 200, 300, 400, 500 and 600 have been updated for annual inflation and the revised fees are included in Section 5 of this amendment.

   b. Task 010 – Due Diligence for WTP Site. The following adds an archaeological field study as required by SHPO. Delete Subtask 010.5 – Historical Assessment, and insert the following therefor:

"The ENGINEER will perform:
A desktop evaluation for archaeological and historical significance for the proposed RO WTP and well field site. An environmental review request with map will be submitted to the State Historic Preservation Office (SHPO). A comprehensive field assessment will be conducted to document the presence of historical artifacts, as required by SHPO."

c. Task 0100 – Project and Quality Management.
This amendment item rectifies Task 100 fee for out-of-scope management performed between November 2000 and September 2023. Adjustments to the schedule and fee for this scope change are provided in Sections 4 and 5 of this Amendment.

d. Task 200 – Preliminary Design. The following scope change reflects a 25 percent reduction in pipeline design. Delete the first three bullets in Subtask 203 and insert the following therefor:

"ENGINEER will complete an analysis for several distribution system improvements including:

- Pipe Segment E: Miscellaneous water distribution expansion of up to 20,000 linear feet of 6- to 8-inch diameter pipe.
- Pipe Segment A: Pipeline on Highway 210, from the new RO WTP to Highway 17 and approximately 2,800 feet.
- Pipe Segment G: Pipeline on Highway 17, from the Scotts Hill Tank to the intersection of Highway 210 and approximately 16,850 feet.
- Pipe Segment C: Pipeline on Highway 210, from intersection of Little Kelly Road to the intersection of Highway 117 and approximately 28,700 feet."

e. Task 200 – Preliminary Design. Insert the following in Subtask 204:

"ENGINEER will complete a groundwater model to optimize well locations and more accurately predict site wide groundwater yield and drawdown impacts to surrounding wetlands and the Pee Dee aquifer. The model will assess multiple operation conditions, optimizing wellfield operation to maximize yield and mitigate drawdown impacts."

f. Subtask 200 – Production Well Planning. In the third bullet, delete the 8-inch production well and insert a 12-inch production well. Also, add one 2-inch shallow monitoring well.

g. Task 300 – Final Design. The follow change encompasses the reduction in pipe length to be designed and surveyed by 25,570 feet and updates the pipeline location descriptions. Delete paragraphs titled "WTP Site Survey, Transmission Pipeline Routes, Concentrate Pipeline Route and Miscellaneous Distribution Piping" in Subtask 302 - Survey, and insert the following therefor:

"WTP Site Survey. The ENGINEER's subcontractor will provide a boundary and topographic survey of the 795-acre Corbett parcel, located on Rt 210 and adjacent to Rt 17. Planimetrics will be provided

for all uplands, which should be sufficient for the wellfield, WTP site and access road from Route 210. The survey will capture wetland flagging adjacent to the new WTP and wells only.

Transmission Pipeline Routes: The ENGINEER and its sub-consultant will perform a topographic survey along the transmission pipeline routes. The limits of survey will extend 15' beyond existing road rights of ways. The following pipelines will be included:

TABLE 1: Transmission Pipelines

Pipe Segment	Corridor Name	Description	Length
A	Hwy. 210	RO WTP to Hwy 17	2,800'
G	Hwy. 17	Scotts Hill Tank Site to Hwy. 210	16,850'
C	Hwy. 210	Little Kelly Rd/Hwy 210 intersection to Hwy 210/Hwy 117 intersection	28,700'
		TOTALS	48,350' (9.2 miles)

2.

Concentrate Pipeline Route (Segment D): The ENGINEER and its sub-consultant will perform a topographic survey along the concentrate pipeline route. The limits of survey will extend 15' beyond existing road rights of ways. A bathymetric survey at the discharge point along the shoreline and up to the intracoastal waterway will be provided identifying underwater topographic features. For the purpose of this scope of work, a pipeline route running south from the RO WTP along Hwy. 210, briefly south along Hwy. 17, down Headwater Drive, east on Overlook Drive and terminating at Mill Creek has been assumed. Since Hwy. 210 is already included in the transmission pipeline route above (Segment A), only the length of pipeline from the Hwy. 17 intersection to the discharge at Mill Creek has been added. This additional length to be surveyed is approximately 5,800' or 1.1 miles.

Miscellaneous Distribution Piping (Segment E): This piping is excluded from survey as the assumption is that plans will be prepared utilizing GIS files and aerial photography. Approximately 20,000' of smaller diameter pipe will be designed throughout the County."

h. Task 400 – Funding Program Support. Delete the second paragraph in Subtask 402 – Additional NC SRF Application and Coordination Assistance and insert the following therefor:

"This subtask describes the services to assist the OWNER in the application process. This includes coordination and minor updates to the DWSRF applications for submittal in future funding rounds for the Spring and Fall of 2021, plus five additional applications, for a total of seven SRF application submittals. Completion of the requirements of the SRF program may require additional assistance from the ENGINEER beyond the manhours budgeted for and would require the OWNER and ENGINEER to utilize the project allowance, Task 1000."

i. Task 400 – Funding Program Support. Splitting the project has created the need for a second ER/EID report. Delete the second paragraph in Subtask 403 – Engineering Report/Environmental Information Document (ER/EID) for SRF Program and insert the following therefor:

"DWI informed the OWNER of their intent to fund both applications with a Letter of Intent to Fund (LOIF). The SRF Funding Program follows a prescribed schedule, where the LOIF starts the reporting phase of the process. The ENGINEER will assist the OWNER by preparing two ER/EID documents for the two applications submitted to and funded by DWI. It is assumed that the projects will be above the minor construction activities threshold, and therefore, a Major ER/EID will be required for each application."

3. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

   None

4. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

   In Section 1.0, ENGINEER'S SERVICES, delete Table 1 and insert the following therefor:

Task Number	Task Description	Duration of Services
010	Due Diligence for WTP Site	4 months
100	Project and Quality Management	24 months
200	Preliminary Design	4 months
300	Final Design	12 months
400	Funding Program Support	as required
500	Permitting Assistance	as required
600	Services During Bidding	4 months
700	General Services During Construction	17 months for Elevated Tank & Wells
800	Construction Observation Services	13 months for Elevated Tank & Wells
900	Start Up and Commissioning Services	3 months for Elevated Tank & Wells
1000	Unspecified Services Allowance	as required
1100	DN, BD, ESDC for Surface WTP Pump Upgrades	14 months

The above durations of services are based on an October 1, 2023, Notice to Proceed.

5. The payment for services rendered by ENGINEER shall be as set forth below:

The following is a summary of fee changes for modifications to Basic Services as outlined in Section 1 of this Amendment:

	Fee Change
Task 010 – Due Diligence for WTP Site	$44,500
Task 100 – Project and Quality Management	$173,705
Task 200 – Preliminary Design	$216,912
Task 300 – Final Design	$688,522
Task 400 – Funding Program Support	$97,489
Task 500 – Permitting Assistance	$20,380
Task 600 – Services During Bidding	$48,482
Total:	$1,289,990

In Section 4.0 METHOD OF PAYMENT, delete the compensation table and insert the following therefor:

Lump Sum Compensation Tasks	**RPTWSD**	**SHWSD**	**Total**
Task 010 - Due Diligence for WTP Site	$522,600	$ 0	$522,600
Task 100 - Project and Quality Management	$1,109,835	$112,450	$1,222,285
Task 200 - Preliminary Design	$885,638	$89,734	$975,372
Task 300 - Final Design	$5,798,690	$587,532	$6,386,222
Task 400 - Funding Program Support	$214,777	$21,762	$236,539
Task 500 - Permitting Assistance	$534,292	$54,136	$588,430
Task 600 - Services During Bidding	$282,989	$28,673	$311,662
Task 700 - General Services During Construction	-	$550,500	$550,500
Task 800 - Construction Observation Services	-	$146,700	$146,700
Task 900 - Start Up and Commissioning Services	-	$73,700	$73,700
Task 1100 - DN, BD and ESDC for Surface WTP Pump Upgrades	$147,368	$14,932	$162,300
SUBTOTAL LUMP SUM	**$9,496,191**	**$1,680,119**	**$11,176,310**
Task 1000 - Unspecified Services Allowance			$250,000
AUTHORIZED UPPER LIMIT (Not to Exceed)			**$11,426,310**

6. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER:

_____

By: Jacqueline A. Newton
Title: Chair, Pender County Board of Commissioners
Date:

Address for giving notices:
Pender County
P.O. Box 995
Burgaw, North Carolina 28425

ENGINEER:

_____

By: Reed Barton
Title: Client Services Leader
Date:

Address for giving notices:
CDM Smith Inc.,
5400 Glenwood Avenue, Suite 400,
Raleigh, North Carolina 27612

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

Eastern Service Area Water Improvements

Pender Board of County Commissioners Meeting

December 4, 2023



Overview of the Eastern Pender Water System Improvements Program

- In 2017 – PCU identified Eastern Pender's Water Service area as a high priority for expansion
- Eastern Service Master Plan Report was completed in December 2019, outlined a plan of Capital Projects to resolve pressure and water supply issues in the eastern part of the service area:
  - Water Supply: New 3-MGD Membrane WTP
  - Transmission: 15+ miles of waterlines, booster pump station improvements
  - Storage: 500K-gal Scotts Hill Elevated Tank
  - Water Supply: 3 new water supply wells (ahead of WTP)
  - Pumping: Additional pump at Surface WTP

Overview of the Eastern Pender Water System Improvements Program

- Multiple design/construction projects are being delivered in parallel; and makeup the ***Eastern Pender Water System Improvements Program.***

- The program has been divided into 4 construction projects
  - In construction
    - Scotts Hill Elevated Tank and 3 well sites
    - Surface WTP High Service Pump Expansion
  - Being designed
    - New 3-mgd Membrane WTP
    - Transmission Piping and Booster Station Improvements

Transmission Pipeline Improvements

- Segment A: 2,800LF of 16”
- Segment C: 28,700LF of 20”
- Segment D: 8,600LF of 12”
- Segment G: 16,850LF of 8-12”
- Segment E: 20,000LF of 6” to 8”

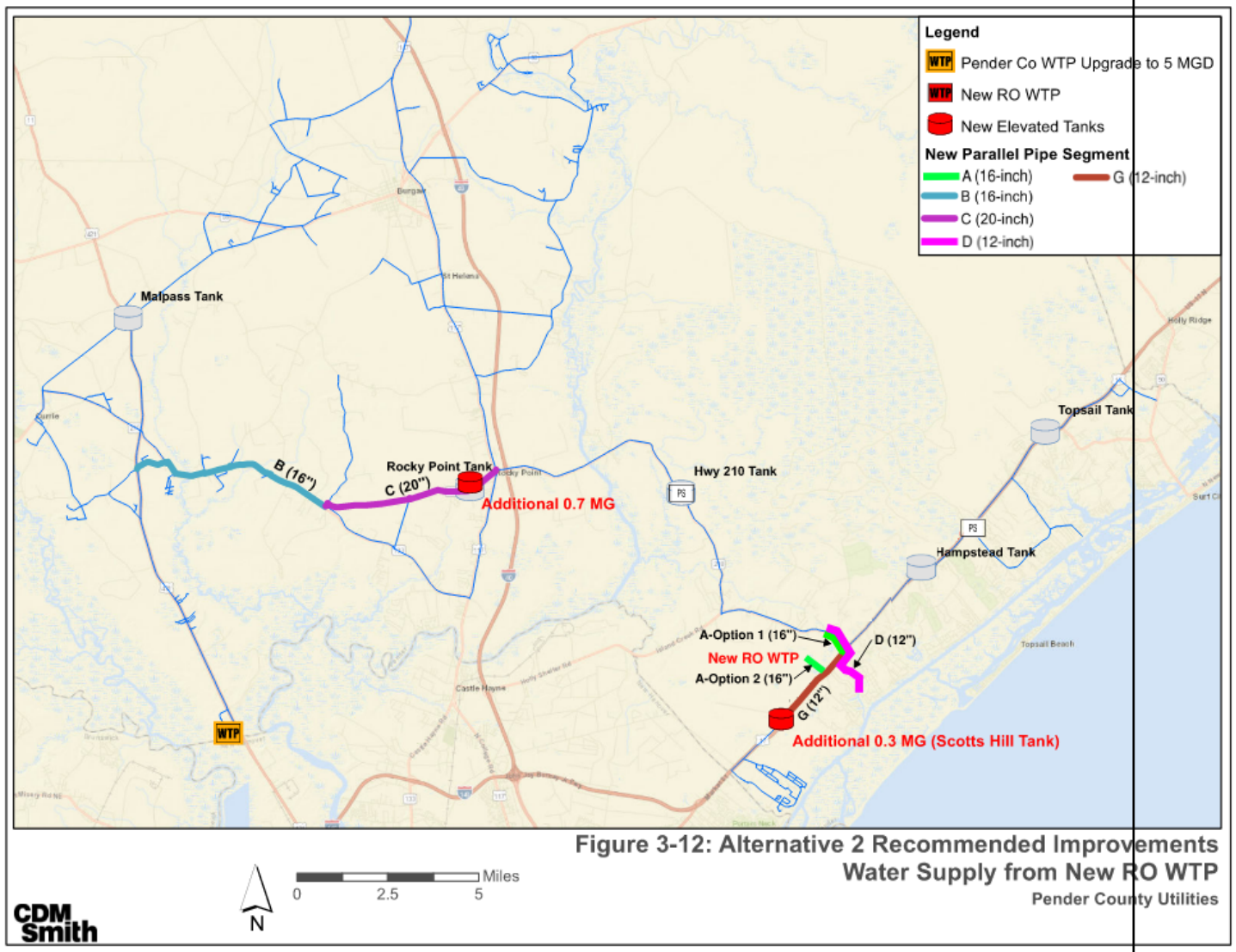


Figure 3-12: Alternative 2 Recommended Improvements
Water Supply from New RO WTP
Pender County Utilities

Scotts Hill Elevated Tank and Wells

- 500,000-gal Elevated Tank
- 3 wells, with well houses



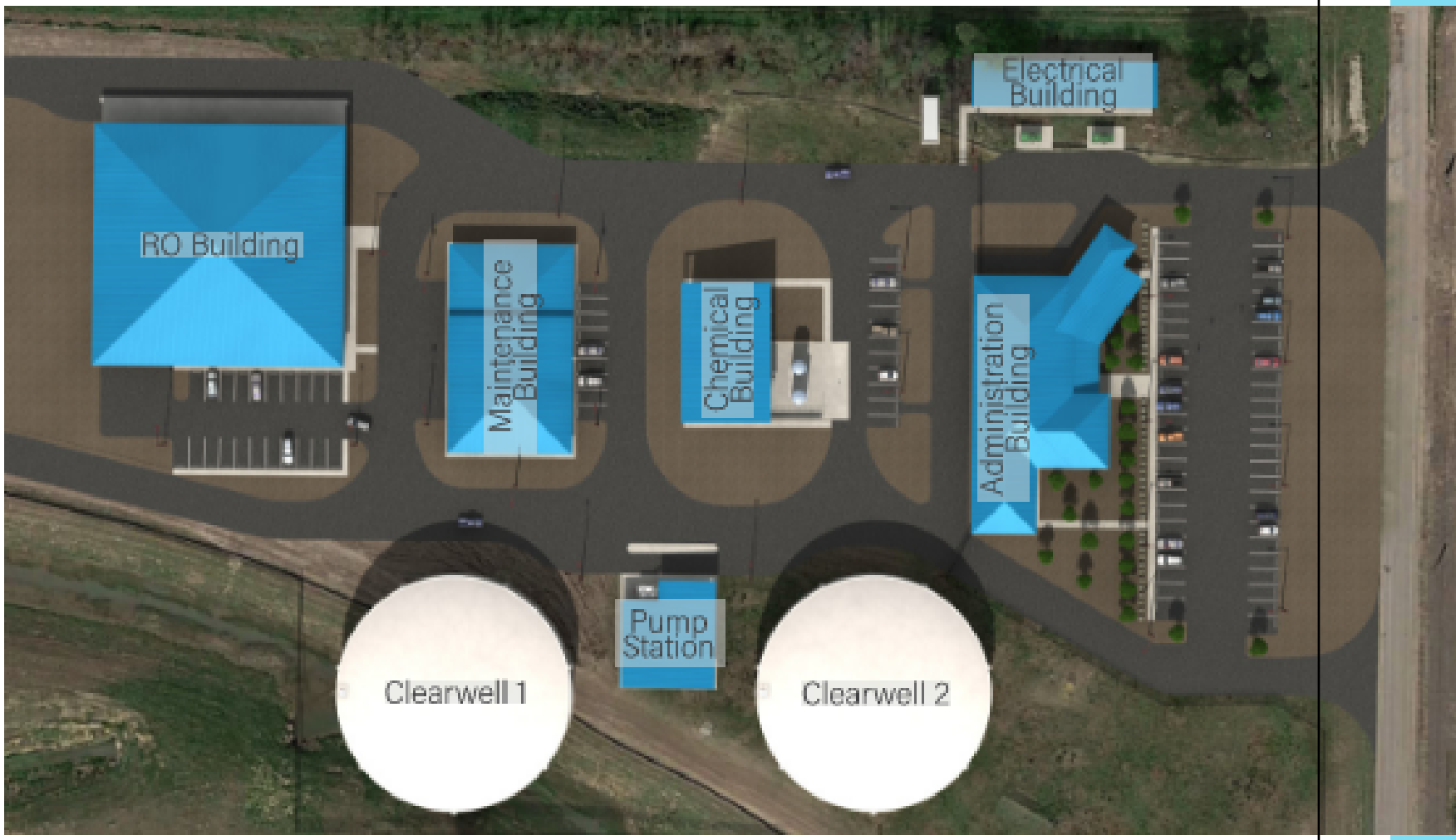


Hampstead Tank Well Building

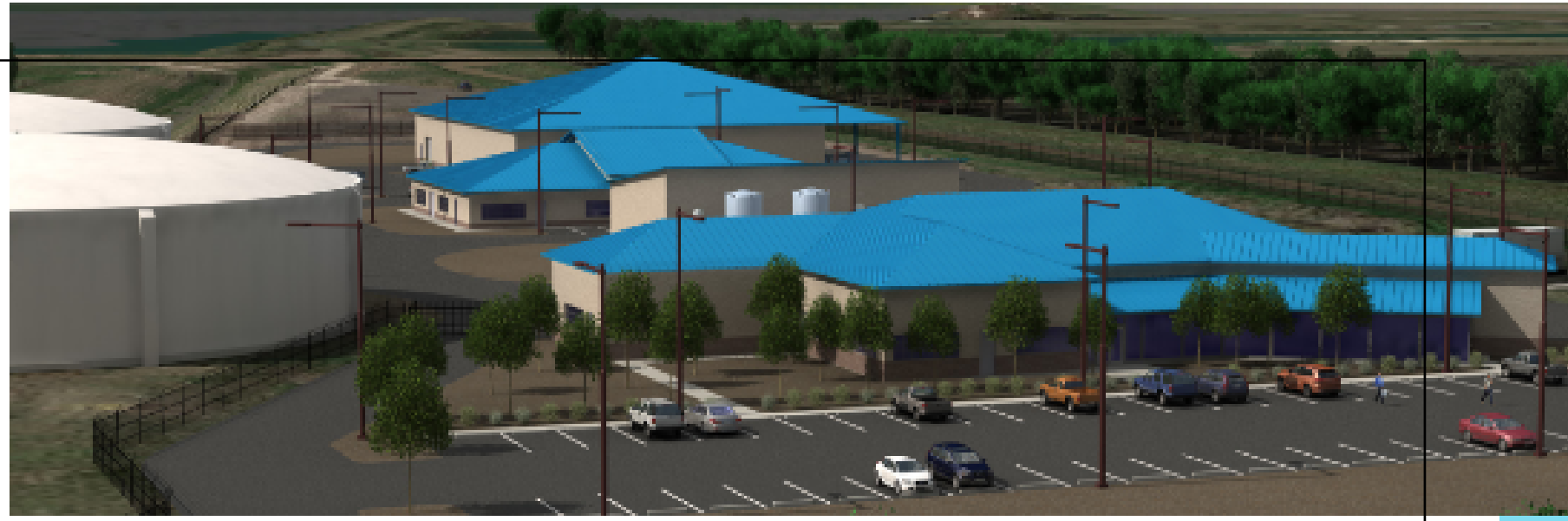


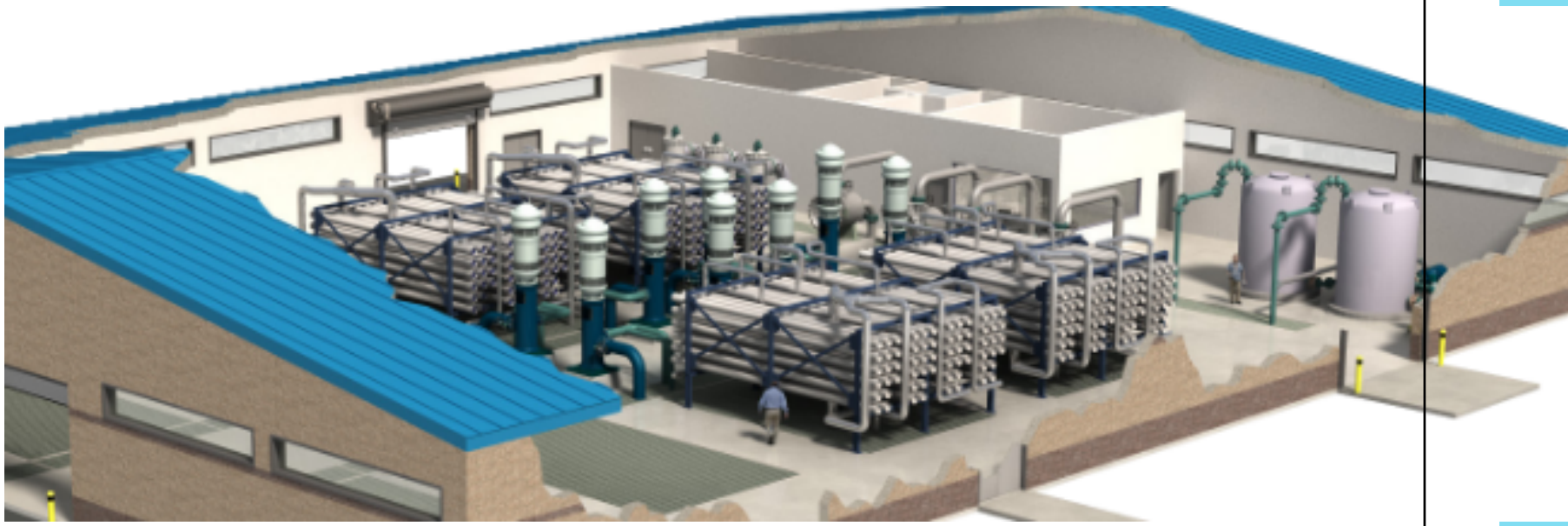


Eastern Water System Improvements



Eastern Water System Improvements





Design Amendment due to changes in Project Scope

- Project initiated in Fall 2020
- A large portion of the Project was put on hold in Spring 2021
- The team spent an extended period of time evaluating properties for the new membrane WTP
- A property has been selected:
  - Corbett Property: ~300-acres near the Intersection of US17 and NC-210
  - Restarts the design of the new WTP and Transmission Improvements
- Amendment for $1,289,990
  - includes changes in scope and schedule of the project, including impact of 3-year delay

Project Cost and Funding

- Full Program Costs are estimated to be:
  - $110M - Membrane WTP, Transmission Improvements
  - $11M - Scotts Hill EST and Wells
- Funding To-Date
  - The Membrane WTP is being funded by
    - Drinking Water State Revolving Fund (DWSRF),
    - Pender County Utilities
  - Scotts Hill EST and Wells - $11M (Fully Funded)
    - DWSRF Grant – $2M
    - Loans - 0.18% Interest Rate
  - New Membrane WTP and Transmission Improvements (Partially Funded)
    - Total Funding To-Date - $74M
    - DWSRF Grant - $5M
    - Loans - 0.10-0.18% Interest Rate
  - Current SRF Applications pending for additional funding (Mar-2024)
    - Updated Engineer's Cost Opinion – February 2024

Reed Barton, PE

Vice President

919-939-0657

bartonr@cdmsmith.com



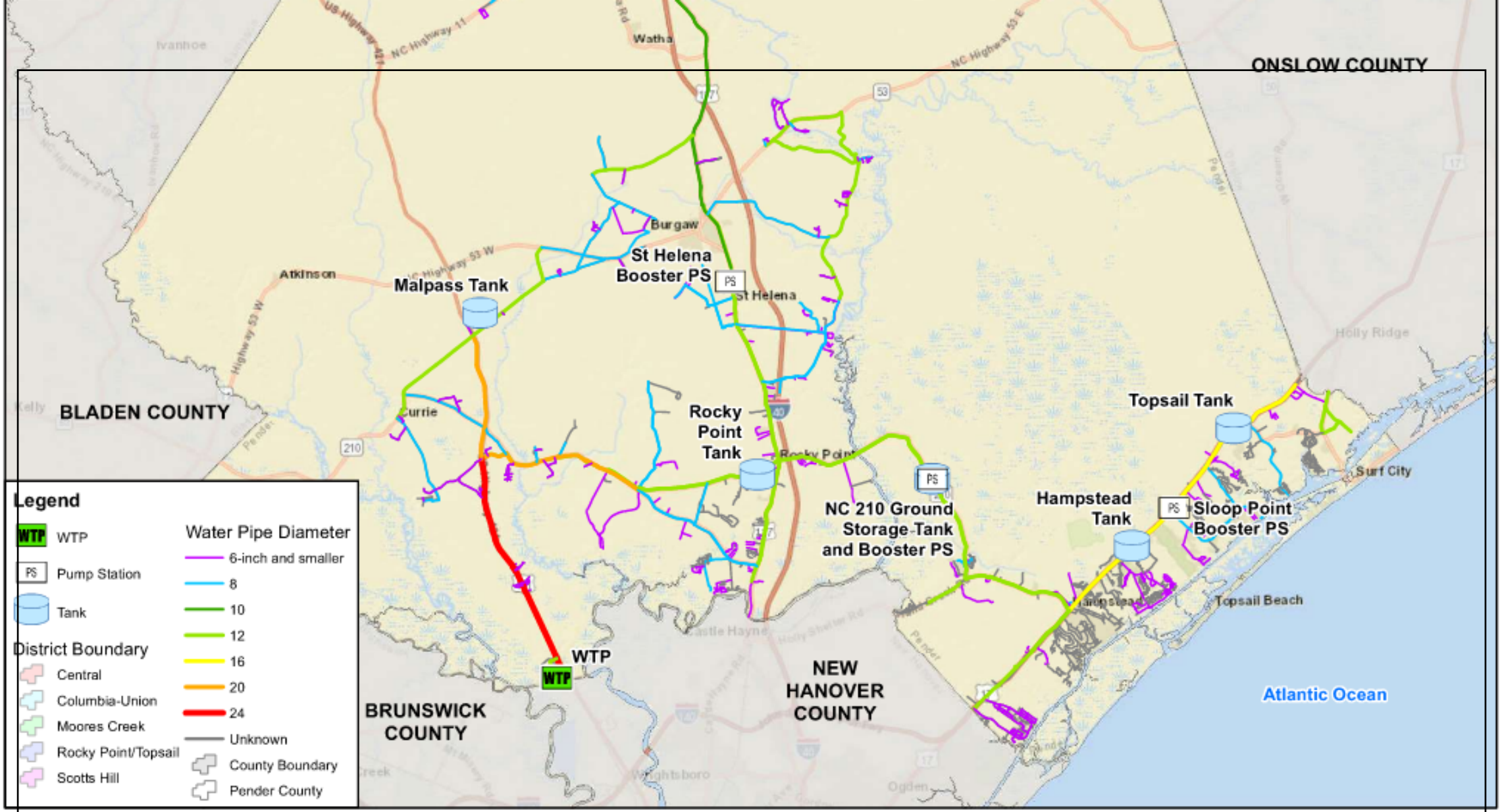


Figure 1-1: Existing Water System

Pender County
Resolution Adopting the NC HWY 210 Resiliency Analysis

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	December 4, 2023
SUBJECT:	Resolution Adopting the NC HWY 210 Resiliency Analysis

SUMMARY:
On June 8, 2022, Pender County was awarded a $200,000 grant to conduct a resiliency analysis of the NC Highway 210 corridor. This grant is funded through the North Carolina Emergency Management's Transportation Infrastructure Resiliency Grant (TIRG) program.

The intent of the analysis is to better understand roadway deficiencies along the NC Highway 210 corridor between US Highway 17 in Hampstead and Interstate 40 in Rocky Point, and offer recommendations to improve those deficiencies. This corridor was severely impacted by flooding from Hurricane Florence and was impassible for several days, limiting the ability of the public and emergency responders to traverse this corridor. The corridor is identified as a Hurricane Evacuation Route by the North Caroline Department of Transportation (NC DOT), so it is a vital transportation lifeline for the heavily populated Hampstead area.

On November 23, 2022, Pender County entered into a contract with WSP to conduct the resiliency analysis. Pender County staff and WSP staff have worked with representatives from the NC DOT to identify barriers to resiliency, analyze alternatives that can improve resiliency, and offer recommendations and cost estimates on the implementation of the most desirable resiliency measures.

Staff from WSP will be in attendance to present the results of the analysis.

ACTION REQUESTED:
To consider approving the resolution adopting the NC Highway 210 Resiliency Analysis.

ATTACHMENTS:

1. Resolution
2. NC Highway 210 Resiliency Analysis
3. Presentation

Board of County Commissioners
Jacqueline A. (Jackie) Newton – Chair
Wendy Fletcher-Hardee – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
Brad George

County Manager
David Andrews
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman
Staff Attorney
Patrick Buffkin

RESOLUTION ADOPTING THE NC HIGHWAY 210 RESILIENCY ANALYSIS

WHEREAS, Pender County received grant funding from the North Carolina Department of Public Safety's Division of Emergency Management's Transportation Infrastructure Resiliency Grant (TIRG) to conduct a resiliency analysis of the NC Highway 210 corridor between US Highway 17 in Hampstead and Interstate 40 in Rocky Point;

WHEREAS, the goal of the analysis is to identify barriers to resiliency and make recommendations to improve the resiliency of the corridor; and

WHEREAS, Pender County and North Carolina Emergency Management executed a Memorandum of Agreement on July 28, 2022, that formalized the roles, responsibilities, and procedures for implementation of the TIRG; and

WHEREAS, on November 23, 2022, Pender County entered into a contract with WSP USA Environment & Infrastructure, Inc. to conduct the resiliency analysis of the NC Highway 210 corridor; and

WHEREAS, Pender County supports efforts toward a resilient transportation system across the County and the Cape Fear Region; and

WHEREAS, NC Highway 210 plays a major role in the safe evacuation of Pender County citizens and visitors in advance of incoming storms and tropical systems and in recovery efforts following natural disasters; and

WHEREAS, a resilient NC Highway 210 corridor between Hampstead and Rocky Point provides numerous safety and economic benefits in the immediate and long-term aftermath of tropical systems, flooding events, wildfires, and other hazards

WHEREAS, the results of the Resiliency Analysis offers recommendations for roadway improvements that will ensure NC Highway 210 is a more resilient transportation corridor.

NOW THEREFORE, BE IT RESOLVED that the Pender County Board of Commissioners has adopted the NC Highway 210 Resiliency Analysis.

ADOPTED at a regular meeting of the Pender County Board of Commissioners on December 4, 2023.

_____
Jacqueline A. Newton, Chair
Pender County Board of Commissioners

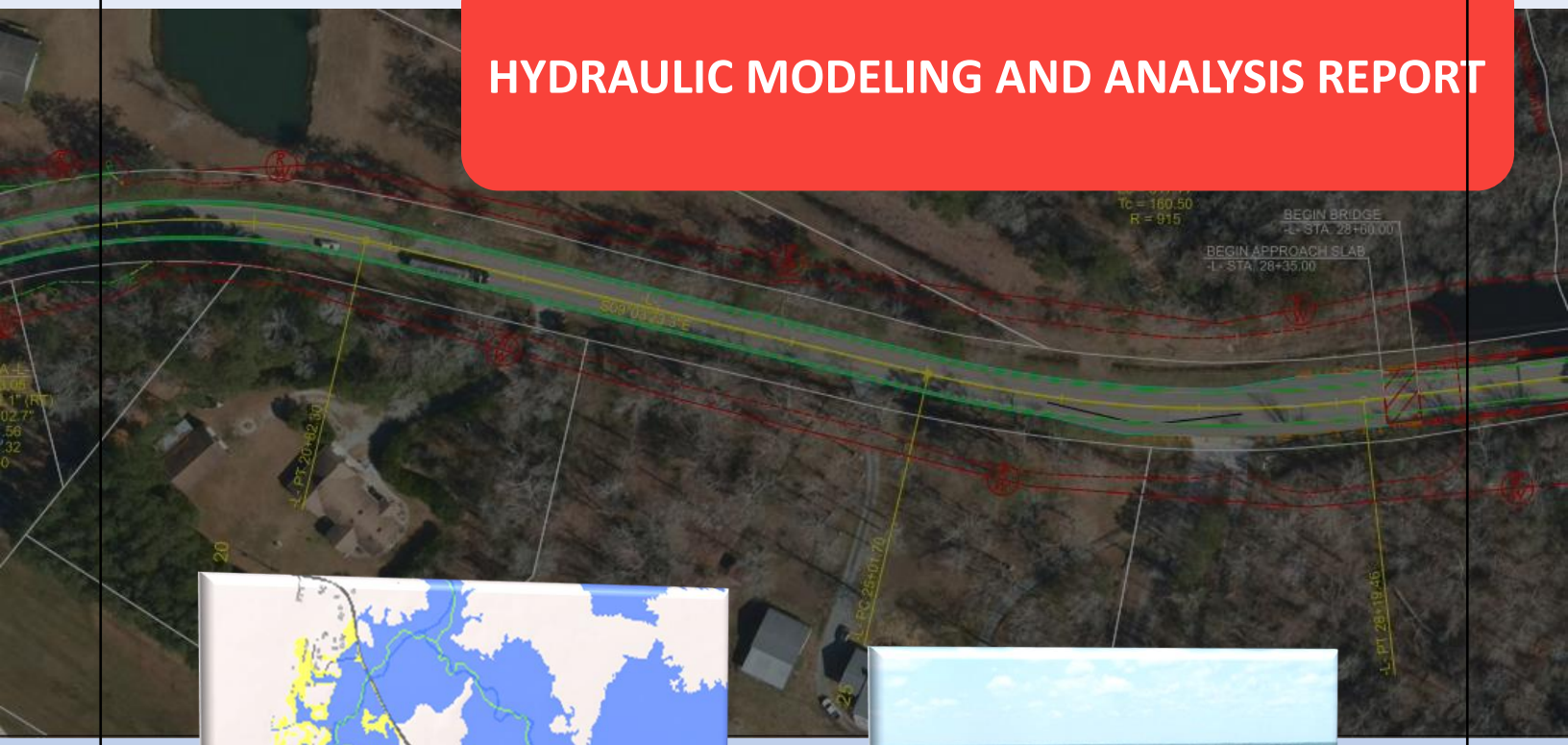
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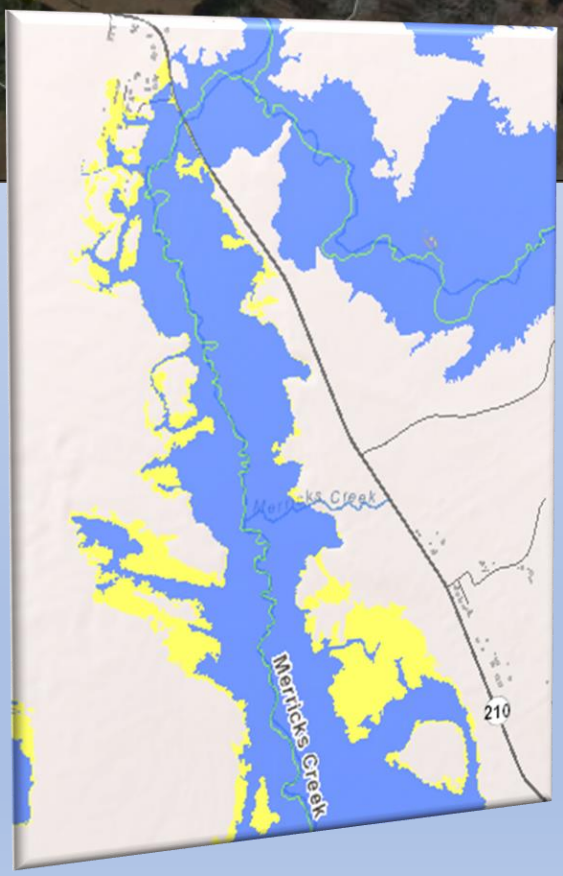
_____
David Andrews, Clerk to the Board

PENDER COUNTY

NORTH CAROLINA HIGHWAY 210 RESILIENCY ANALYSIS

HYDRAULIC MODELING AND ANALYSIS REPORT







PREPARED BY WSP

NOVEMBER 16, 2023

Gupton, Everett (Gupton)

Digitally signed by Gupton, Everett (Gupton)
DN: cn=Gupton, Everett (Gupton), ou=Active, email=Everett.Gupton@wsp.com
Date: 2023.11.16 17:03:46 -05'00'



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1 PROJECT OVERVIEW

WSP has been tasked with assisting Pender County in assessing flood resiliency of Highway 210, spanning from the intersection of Highway 210 and I-40 east to the intersection of US 17 and Highway 210. This segment of Highway 210 is designated as the evacuation route for coastal areas from US 17 to Interstate I-40 in Rocky Point, NC. This route serves as the primary evacuation corridor for the eastern portion of the County where a significant portion of the County's population resides.

The primary objectives of this study are to identify barriers to resiliency, develop alternatives to improve roadway resiliency, and create design plans and cost estimates in alignment with NCDOT's Roadway Feasibility Studies.

An existing conditions hydraulic model was developed to assess the impacts for the 10, 25, 50, 100, 500-year recurrence intervals as well as Hurricane Florence along the Highway 210 corridor. This analysis encompassed the Northeast Cape Fear Watershed, Merricks Creek and Harrison Creek watersheds, and several unnamed small drainage basins (see Figure 1).

On March 28th, 2023, WSP delivered a presentation to staff members of NCDOT and Pender County, showcasing the results of the existing conditions modeling. During the presentation, four locations of concern were identified from the existing conditions model: Merricks Creek, Harrisons Creek, culverts located 1.6 miles north of Harrisons Creek, and a culvert located 0.8 miles north of Harrisons Creek. These locations experienced considerable flooding in the model simulation, which could impede evacuation traffic and inhibit the access of emergency responders.

Along with the specific areas of concern, the intent of the meeting was to discuss and define the goals for resilience for the corridor. Resilience is defined as the capacity of a system to recover quickly from an event. For the purposes of this study, resilience will be defined as the ability of Highway 210 to remain open or recover quickly from flooding events. The presentation and discussion led to the decision to establish the 100-year recurrence interval as the resiliency target for the Highway 210 corridor. Typically, major arterials in North Carolina, which Highway 210 is classified as, are designed to convey 50-year recurrence interval events with flooding or overtopping. NCDOT's Hydraulic Guidelines (NCDOT, 2022) state that,

"it would be considered reasonable and prudent that higher hydraulic performance standards for the Strategic Transportation Corridor network, major arterials, evacuation routes, and other important roadways should be carefully considered during planning and design to include, among other things, risk to commerce, accessibility, and evacuation due to road closure caused by inundation, including non-stationarity in future climate models."

Because Highway 210 is a state-identified evacuation route, the decision was made to increase the design frequency from the 50-year to the 100-year recurrence interval storm event. It was also discussed that the extent of improvements necessary to target the 500-year recurrence interval event or a theoretical hurricane event would be exceedingly impactful and cost-prohibitive. Subsequently, the proposed conditions model was developed to assess multiple design alternatives aimed at enhancing flood resiliency at the identified locations of concern. The model also evaluated the design impacts on the upstream and downstream areas.

This report details the methodology used for both the existing and proposed conditions hydraulic models and presents the recommended resilience measures for the Highway 210 corridor in Pender County for the 100-year recurrence interval.

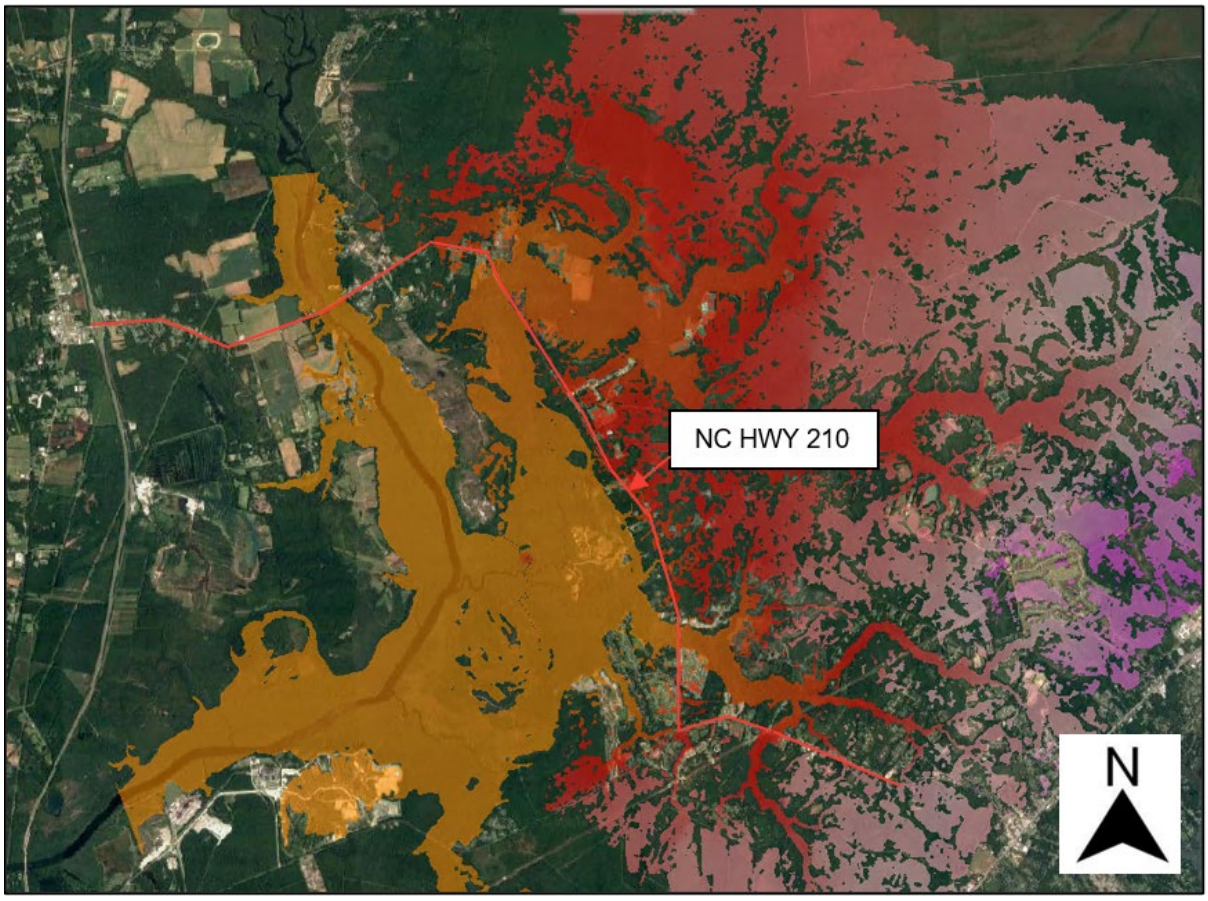


Figure 1: Inundation area developed through 2D model for Highway 210 corridor.

2 EXISTING CONDITIONS MODEL

The existing conditions model is developed using two-dimensional (2D) modeling in HEC-RAS version 6.3.1. HEC-RAS is simulation software created by the US Army Corps of Engineers, specifically designed for modeling the hydraulics of water flow through natural river and channels (U.S. Army Corps of Engineers).

One-dimensional (1D) modeling of riverine systems is limited to one-directional flow and lacks the capability to model large and complex watershed systems with multiple inflow and outflow locations. 2D modeling is the preferred modeling method for wide floodplain areas where flow is expected to spread across large areas.

2.1 HYDROLOGY

Simulations were conducted for the standard 24-hour design storm frequency for recurrence intervals of 10, 25, 50, 100, and 500-year events, as well as the impact of Hurricane Florence. These simulations covered the watershed area that drains into the Highway 210 study corridor. The study area encompasses Merricks Creek, Harrisons Creek, Northeast Cape Fear River, Island Creek, and several unnamed small tributary drainage basins.

2.1.1 NORTHEAST CAPE FEAR RIVER

Hydrologic inputs for the Northeast Cape Fear River (NECF) are modeled using 1D hydrology. Due to the extensive area covered by the Northeast Cape Fear River drainage basin, utilizing the rain-on-grid method would demand substantial computational power and simulation run time, which would present complexities in computational resources and execution runtime for this study.

The existing conditions model utilizes steady flow data from FEMA's Effective model for the Northeast Cape Fear. The 25-year streamflow is determined through StreamStats, a web application provided by the US Geological Survey that offers GIS and analytical tools for water resources purposes. The hydrologic steady flow data uses in the model are listed in Table 1.

Table 1: Northeast Cape Fear Hydrology

STORM EVENT	FLOW (CFS)	SOURCE
10-year	16,100	Effective Model
25-year	19,700	StreamStats
50-year	30,500	Effective Model
100-year	37,900	Effective Model
500-year	59,7000	Effective Model

2.1.2 ISLAND CREEK

Island Creek is located south of the Highway 210 corridor and has been incorporated into the model to consider any potential minimal impacts on water surface elevations that could propagate upstream to Highway 210. Hydrologic inputs for the Island Creek watershed are modeled as 1D hydrology.

The existing conditions model makes use of steady flow data from the current Effective model for Island Creek. The 25-year flow is determined through StreamStats. Table 2 presents the steady flow data utilized in the model.

Table 2: Island Creek Hydrology

STORM EVENT	FLOW (CFS)	SOURCE
10-year	657	Effective Model
25-year	865	StreamStats
50-year	1,257	Effective Model
100-year	1,589	Effective Model
500-year	2,574	Effective Model

2.1.3 ATLANTIC OCEAN

The backwater effects from the Atlantic Ocean are of considerable significance, with their impacts extending to the Highway 210 corridor. The backwater elevations from the Atlantic Ocean have been integrated into the existing conditions model as downstream boundary conditions, utilizing a stage hydrograph.

The determination of backwater elevations was based on data from the Pender County Effective Flood Insurance Study (FIS) Report, specifically the coastal stillwater elevations. The FIS report, with an effective date of June 2, 2021(Appendix 2), provides these coastal Stillwater elevations. It is worth noting that coastal Stillwater elevations are not provided for the 25-year storm event, and are determined through linear interpolation of the provided stillwater elevations in the FIS.

Table 3: Atlantic Ocean Costal Stillwater Elevations

STORM EVENT	STILLWATER ELEVATIONS (FT)	SOURCE
10-year	4.9	Flood Insurance Study Report
25-year	5.8	Linear Interpolation
50-year	6.6	Flood Insurance Study Report
100-year	7.3	Flood Insurance Study Report
500-year	8.7	Flood Insurance Study Report

Note: Coastal Stillwater elevations are in NAVD88

2.1.4 PRECIPITATION

The watershed encompassing Harrisons Creek and Merricks Creek include several unnamed tributaries that flow into the Highway 210 study corridor. To account for cumulative flow impacts within the drainage area, a rain-on-grid (precipitation) approach is utilized for the hydrologic inputs.

Precipitation data sourced from NOAA Atlas 14 has been used for the 10-year, 25-year, 50-year, 100-year, and 500-year recurrence intervals. Atlas 14 is a precipitation frequency data server developed by the National Oceanic and Atmospheric Administration (NOAA) that provides precipitation frequency estimates for the United States (see Appendix 3).

The precipitation data is input as a 24-hour storm hydrograph. Areal reduction of 85% is used for this area based on guidance provided in the USDA technical report, TR-60 (USDA, 2005). The incorporation of the areal reduction factor into the precipitation hydrograph is necessary because rainfall intensity across large catchments is not constant throughout the entire catchment during the duration of a storm. Table 4 presents the NOAA Atlas 14 precipitation values for the 24-hour storm intensity for the Merricks Creek and Harrisons Creek watershed. Precipitation data for Hurricane Florence is based on NOAA's National Hurricane Center Tropical Cyclone Report published September 25, 2019 (National Hurricane Center, 2019).

Table 4: NOAA Atlas 14 Precipitation

STORM EVENT	PRECIPITATION (INCHES)
10-year	7.04
25-year	8.83
50-year	10.4
100-year	12.2
500-year	17.5
Florence	35.0

2.1.5 HURRICANE FLORENCE

Documented USGS gage data near the study area's limits were not available for Hurricane Florence. However, documented high watermarks were available for Hurricane Florence. To simulate the water surface elevations during Hurricane Florence, inflows for the Northeast Cape Fear were interpolated until the model produced water surface elevations similar to those indicated by the high watermarks.

For the rain-on-grid watershed, recorded precipitation data from NOAA was employed, amounting to approximately 35 inches of rainfall. In the model, this rainfall was simulated with a conservative 2-day rainfall duration.

2.2 HYDRAULICS

2.2.1 BUILDING THE BASE MODEL

2D FLOW AREA

The 2D flow area has been established by incorporating watersheds for the Northeast Cape Fear River and Harrisons/Merricks Creek.

Given the extensive size of the Northeast Cape Fear, utilizing a rain-on-grid method would require significant processing power and run time. Instead, 1D hydrology from the Effective model is used for the NECF and the 2D flow area is limited to the vicinity just upstream of the Highway 210 crossing of the Northeast Cape Fear River

The watershed area for Merricks and Harrisons Creeks is determined up to their confluence with the Northeast Cape Fear River. Two methods were used to determine the watershed area: StreamStats and the "watershed" tool in ArcMap. These two methods yielded very similar results, with minor variations observed at the outer edges of the watershed. To maintain a conservative approach, the boundaries of the watershed extents from both methods were merged into one.

Figure 2 provides an overview of the limits of the 2D flow areas, hydrologic inflows, stream locations, and Highway 210. The eastern area represents the Merricks Creek and Harrisons Creek watershed, while the western area covers the Northeast Cape Fear and Island Creek. Precipitation inflow occurs through the right watershed, while 1D hydrology and ocean backwater inflows are routed through the left watershed. The boundary between these two 2D areas facilitates flow interchange based on terrain and hydraulic considerations at specific locations. The configuration of the 2D areas is further elaborated on in the following section.

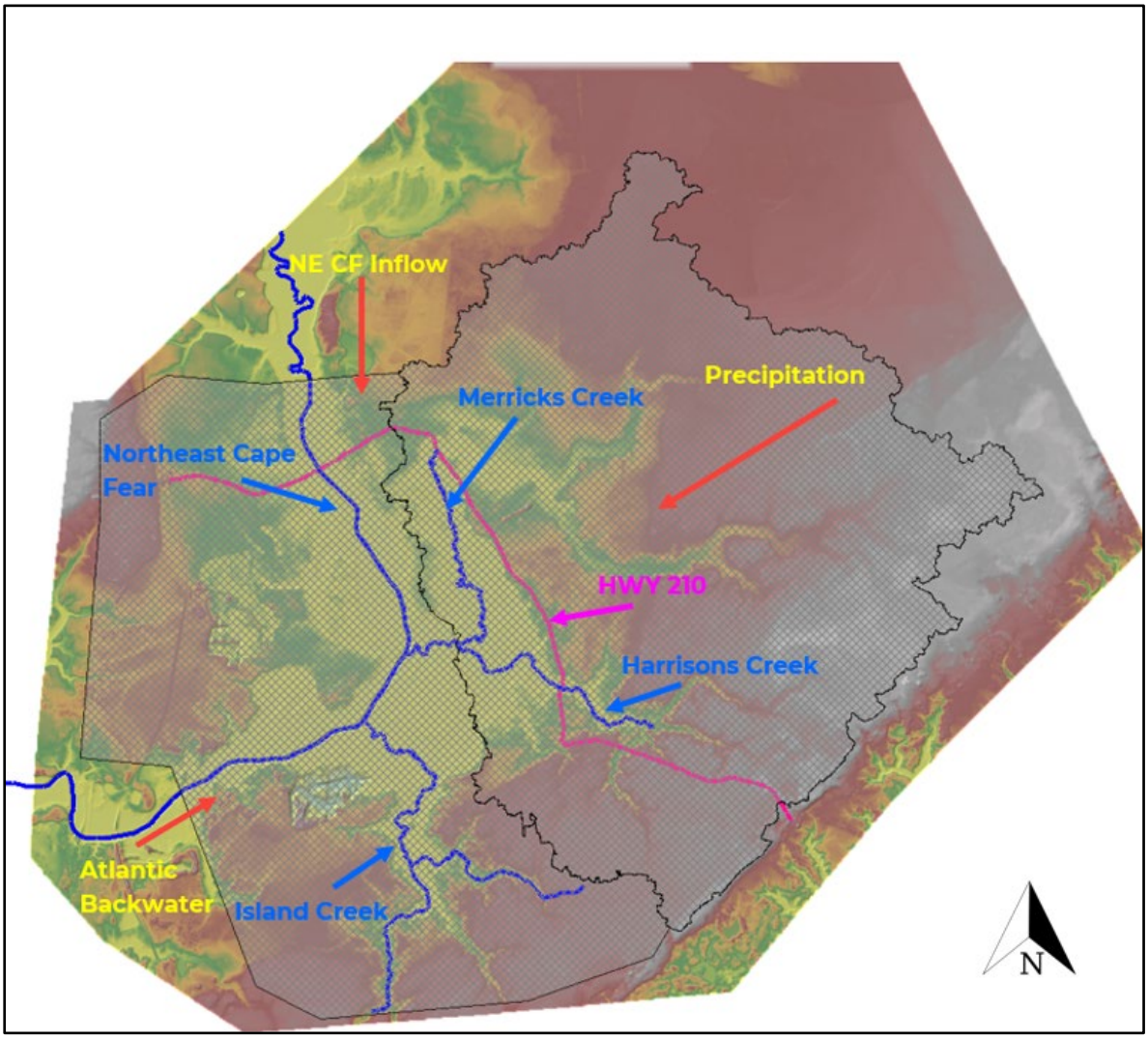


Figure 2: Summary of watersheds, hydrologic inflows, critical streams, and Highway 210 in the 2D area.

SA/2D CONNECTIONS

The confluence area where the Northeast Cape Fear (NECF) meets Merricks/Harrisons Creek is characterized by low-lying marshland. In this region, it is anticipated that flow from the NECF will cross into the rain-on-grid watershed, and conversely, flow from the rain-on-grid watershed will enter the NECF. To accommodate this flow exchange between the two watersheds, SA/2D connections in the form of weirs have been incorporated along the entire shared boundary between these two watersheds.

The SA/2D connection is a specific layer within HEC-RAS used for establishing connections between storage areas and 2D flow areas (U.S. Army Corps of Engineers). This approach ensures that flow does not accumulate excessively in either of the 2D areas, allowing it to progress downstream as the simulation unfolds.

TERRAIN:

LiDAR, or Light Detection and Ranging, is a remote sensing method utilized to measure variable distances to the Earth's surface (National Oceanic and Atmospheric Administration). Notably, LiDAR data does not capture bathymetric information below the water surface. This limitation poses challenges for accurately representing the total flow area in large and deep rivers.

Considering the Northeast Cape Fear (NECF) is a notably wide and deep river, the inclusion of additional storage area is essential to obtain reasonable results in constructing the existing conditions model. To account for the storage area of the NECF, the channel bottom has been incorporated into the terrain. The available Effective model data is limited to the Highway 210 crossing over the NECF, requiring assumptions about the channel's slope and width.

Assumptions were made that the NECF maintains a relatively flat slope and a consistent width throughout the model's extent. The channel bottom elevation is approximated based on the Effective model data.

Additionally, a terrain scan was conducted to identify culverts, which were then integrated into the terrain. Existing buildings within the area were elevated within the terrain model to account for potential obstructions to the flow.

LANDCOVER:

Land cover data is incorporated into the model from the National Landcover Dataset (NLCD) 2019 dataset (MRLC). Land cover data documents the type of surface that covers the project area. Such surfaces include forest, wetlands, impervious surface, open water, asphalt, or bare ground.

SOILS:

Soils layer is incorporated into the model from the USGS Soil Survey Geographic Database (SSURGO) data set (USDA). Soil layer data documents the type of soil that covers the project area. Varying soil types can impact precipitation infiltration rates into the ground.

INFILTRATION:

Infiltration into the soil is determined by creating an infiltration layer from the landcover and soils. This function can be completed within HEC-RAS.

BREAKLINES:

NCDOT road lines are imported into the model as breaklines. Breaklines are adjusted as necessary based on the latest aerial imagery. A breakline is a line in a digital elevation model that represents a distinct interruption in the slope of a surface, such as a ridge, road, or stream.

BRIDGE STRUCTURES:

Three bridge structures are incorporated into the 2D model from data available in the Effective models. The structures are bridge crossings at the Northeast Cape Fear, Merricks Creek, and Harrisons Creek.

2.2.2 RUNNING THE MODEL

The HEC-RAS model is run in two plans for each storm event. The model is computed in this manor to account for the different boundary conditions.

Plan 1: The first plan is run to only include the flow for the NECF and Island Creek. This plan considers the “base flow”. The plan is run to get the model stabilized and a steady state. Plan is titled “Existing Conditions_100yr_Base”. A restart file is created at the end of the simulation.

Plan 2: The second plan is run to include the precipitation and Atlantic backwater. The “base flow” plan is used as a restart file before the precipitation and Atlantic backwater start. Plan is titled “Existing Conditions_100yr+100yr Base”

Each plan is run for a simulated window of three days to ensure the peak of the storm has passed through the 2D flow area.

2.2.3 VALIDATING MODEL OUTPUTS

Recorded highwater marks from Hurricane Florence and Effective model water surface elevations are used to validate the model. Channel depth and downstream normal depth are adjusted until the 100-yr flood elevations are similar to the Effective and highwater elevations. The validation ensures the hydraulic system within the 2D area is similar to recorded and current Effective data.

2.3 RESULTS

2.3.1 NORTHEAST CAPE FEAR

A summary of the results from each storm event for the Northeast Cape Fear is provided in Table 5. The maximum overtopping depth is an approximate value derived from the HEC-RAS Depth raster and represents the water depth over the roadway along the roadway centerline within our elevation data. The duration of overtopping is also an approximate value calculated from the HEC-RAS water surface elevation raster. The duration of overtopping is determined from the timestamp when the road becomes significantly inundated to the timestamp when the road is clear again and allows for traffic to pass.

The Northeast Cape Fear River approach roads overtop in the 500-year and Hurricane Florence storm events.

Table 5: Northeast Cape Fear Results

STORM EVENT	STREAM FLOW (CFS)	ROAD OVERTOPPING	MAX OVERTOPPING DEPTH (FT)***	DURATION OF OVERTOPPING
10-yr	16,100	No	0.0	NA
25-yr	19,700*	No	0.0	NA
50-yr	30,500	No	0.0	NA
100-yr	37,900	No	0.0	NA
500-yr	59,700	Yes	5.1	+
Hurricane Florence	74,000**	Yes	7.9	+

*Determined from StreamStats.

**Approximated to simulate reported high-water marks.

*** The water depth over the roadway along the roadway centerline within our elevation data

+ 1D hydrology was used on the NE Cape Fear River, so duration is not an output.

2.3.2 MERRICKS CREEK

A summary of the results from each storm event for Merricks Creek is presented in Table 6. The maximum overtopping depth is an approximate value measured from HEC-RAS Depth raster and represents the water depth over the roadway along the roadway centerline within our elevation data. Duration of overtopping is an approximated value measured from HEC-RAS water surface elevation raster. The duration of overtopping is determined from the timestamp when the approach road experiences significant inundation to the timestamp when the road has cleared again to allow for traffic to pass.

The Merricks Creek bridge or approach roads overtop in the 25-year, 50-year, 100-year, 500-year, and Hurricane Florence storm events.

Table 6: Merricks Creek Results

STORM EVENT	STREAM FLOW (CFS)	ROAD OVERTOPPING	MAX OVERTOPPING DEPTH (FT)*	DURATION OF OVERTOPPING
10-yr	5.98	No	0.0	NA
25-yr	7.50	Yes	3.2	~14 hours
50-yr	8.84	Yes	3.9	~19 hours
100-yr	10.37	Yes	4.8	~24 hours
500-yr	14.87	Yes	6.9	~2 days
Hurricane Florence	25.0	Yes	8.9	>3 days

* The water depth over the roadway along the roadway centerline within our elevation data

2.3.3 HARRISONS CREEK

A summary of the results from each storm event for Harrisons Creek is presented in Table 7. Maximum overtopping depth is an approximated value measured from HEC-RAS Depth raster and represents the water depth over the roadway along the roadway centerline within our elevation data. Duration of overtopping is an approximated value measured from HEC-RAS water surface elevation raster. The duration of overtopping is determined from the timestamp when the approach road experiences significant inundation to the timestamp when the road has cleared again to allow for traffic to pass.

The Harrisons Creek bridge or approach roads overtop in the 50-year, 100-year, 500-year, and Hurricane Florence storm events.

Table 7: Harrisons Creek Results

STORM EVENT	STREAM FLOW (CFS)	ROAD OVERTOPPING	MAX OVERTOPPING DEPTH (FT)*	DURATION OF OVERTOPPING
10-yr	5.98	No	0.0	NA
25-yr	7.50	No	0.0	NA
50-yr	8.84	Yes	1.0	~9 hours
100-yr	10.37	Yes	1.5	~15 hours
500-yr	14.87	Yes	2.9	~26 hours
Hurricane Florence	25.0	Yes	5.1	>3 days

* The water depth over the roadway along the roadway centerline within our elevation data

2.3.4 ADDITIONAL LOCATIONS OF FLOODING

In addition to the three critical stream crossings in the Highway 210 corridor, additional locations along Highway 210 were observed to have overtopping, at varying recurrence intervals, which may have potential to block the evacuation route. For example, Location 3 was only observed to overtop during a storm equivalent to Hurricane Florence, whereas Location 1 was observed to overtop during a storm event equivalent to the 100-year, 500-year, and Hurricane Florence. A summary of the results from each storm event for additional locations of flooding is presented in Table 8. Locations are identified in Figure 3.

Table 8: Additional Locations of Flooding

LOCATION	OVERTOPPING RECURRENCE INTERVAL*	MAX DEPTH (FT)
1	100-yr	~ 0.5-1.5
	500-yr	~ 1.5-1.7
	Florence	**~ 1.8-2.1**
2	100-yr	~0.5-1.3
	500-yr	1.0
	Florence	**1.2**
3	**Florence**	**~0.3-0.5**

4	500-yr	1.0
	Florence	**2.0**
5	500-yr	1.1
	Florence	**1.3**

*Only storm recurrence intervals where roadway overtopping occurs are listed within Table 8.

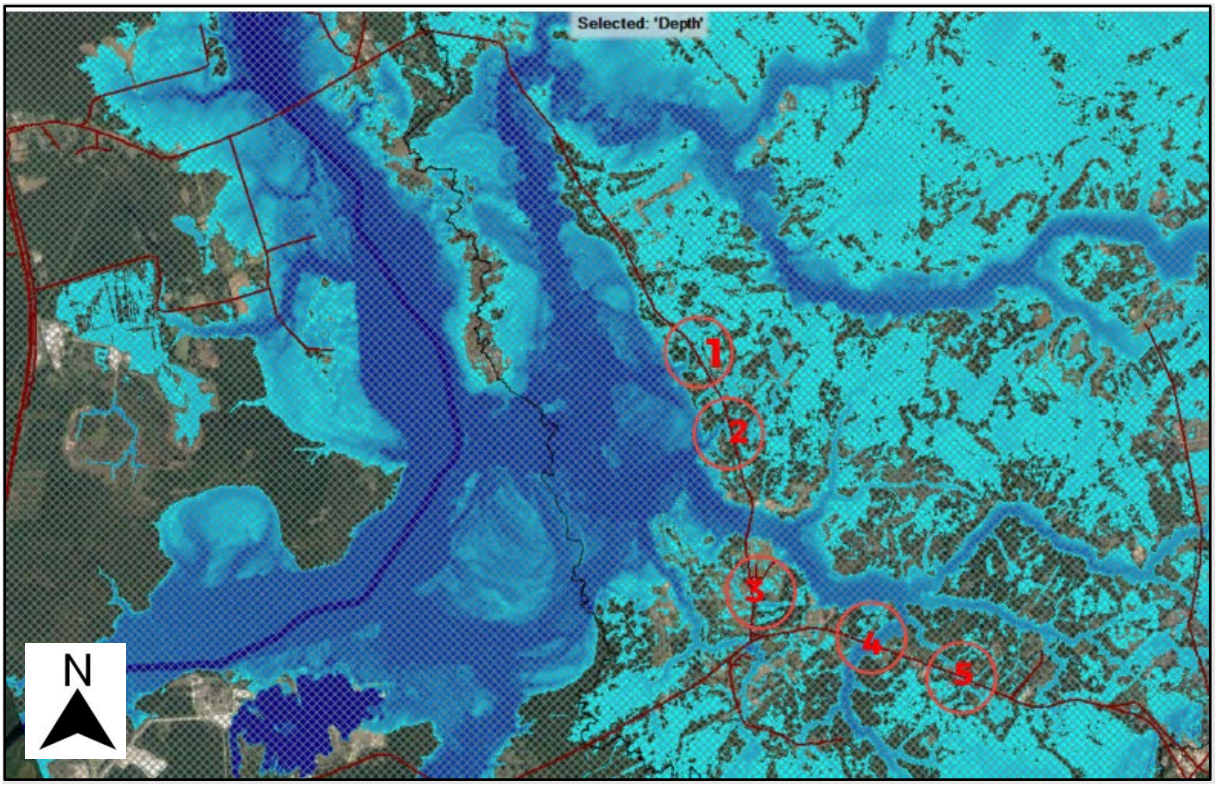


Figure 3: Additional Locations of Overtopping

3 PROPOSED CONDITIONS MODEL

Following the meeting held on March 28th, 2023, involving NCDOT, Pender County, and WSP, the decision was made to designate the 100-year recurrence interval as the resiliency target for the Highway 210 Corridor.

Along with the specific areas of concern, the intent of the meeting was to discuss and define the goals for resilience for the corridor. Resilience is defined as the capacity of a system to recover quickly from an event. For the purposes of this study, resilience will be defined as the ability of Highway 210 to remain open or recover quickly from flooding events. The presentation and discussion led to the decision to establish the 100-year recurrence interval as the resiliency target for the Highway 210 corridor. Typically, major arterials in North Carolina, which Highway 210 is classified as, are designed to convey 50-year recurrence interval events with flooding or overtopping. NCDOT's Hydraulic Guidelines (NCDOT, 2022) state that,

"it would be considered reasonable and prudent that higher hydraulic performance standards for the Strategic Transportation Corridor network, major arterials, evacuation routes, and other important roadways should be carefully considered during planning and design to include, among other things, risk to commerce, accessibility, and evacuation due to road closure caused by inundation, including non-stationarity in future climate models."

Because Highway 210 is a state-identified evacuation route, the decision was made to increase the design frequency from the 50-year to the 100-year recurrence interval storm event. It was also discussed that the extent of improvements necessary to target the 500-year recurrence interval event or a theoretical hurricane event would be exceedingly impactful and cost-prohibitive.

The proposed conditions model has been developed to assess the impacts of alternative bridge designs on the 100-year water surface elevations.

3.1 HYDROLOGY

Hydrologic inputs are unchanged from the existing conditions model.

3.2 HYDRAULICS

Hydraulic inputs are modified for the proposed conditions model to better represent the proposed conditions. Details of modifications are provided in section 3.2.1.

3.2.1 MODEL MODIFICATIONS

TERRAIN

In response to the 100-year floodplain analysis, modifications have been incorporated into the model terrain data to ensure that the approach roads for Merricks and Harrisons Creek are situated above the 100-year water surface elevations.

The target freeboard elevation for both locations has been established at 2 feet. Freeboard represents the minimum clearance between the approach water-surface elevation and the low steel of the bridge. The modified terrain, referred to as "Terrain_PC_Raised Road," is integrated into the proposed conditions model.

To accommodate various bridge opening scenarios, modifications were made to the terrain because the raised terrain of the preliminary bridge approach roads did not account for varying openings. These modifications allow for increase in conveyance of flow through the varying bridge alternatives. An example of the raised approach roads with terrain modification is displayed in Figure 4 for Merricks Creek.

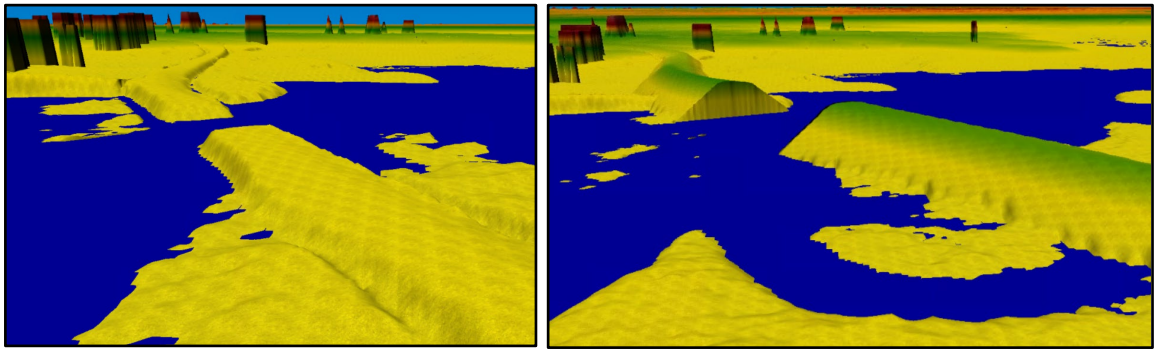


Figure 4: Terrain modification for Merricks Creek. Existing on the left and proposed on the right.

STRUCTURES

Merricks and Harrisons Creek bridges are modified to increase the top of road elevation and low chord elevation to achieve, at a minimum, 2-ft freeboard from the 100-year water surface elevations. Additionally, the bridge openings have been widened, with a series of five alternatives considered to analyze their impact on the upstream and downstream floodplains. Each alternative is analyzed with an increased bridge opening. Bridge openings are increased with each alternative to increase conveyance of flow and select an option which does not cause an increase to water surface elevation at upstream or downstream structures. A summary of these five bridge alternatives is provided in Table 9. No piers or abutments are included as part of this analysis.

Table 9 : Bridge Alternatives for Merricks Creek and Harrisons Creek.

MERRICKS CREEK	EXISTING STRUCTURE	ALT-1	ALT-2	ALT-3	ALT-4	ALT-5
Top of Road Elevation (ft)	8.9	20.0	20.0	20.0	20.0	20.0
Bridge Low Chord Elevation (ft)	6.4	14.0	14.0	14.0	14.0	14.0
Freeboard (ft)	OVERTOPPING	2.24	2.33	2.42	2.43	2.53
Bridge Opening (ft)	112.0	255.0	305.0	355.0	405.0	605.0
HARRISONS CREEK	EXISTING STRUCTURE	ALT-1	ALT-2	ALT-3	ALT-4	ALT-5
Top of Road Elevation (ft)	8.6	18.9	18.9	18.9	18.9	18.9
Bridge Low Chord Elevation (ft)	4.1	12.4	12.4	12.4	12.4	12.4
Freeboard (ft)	OVERTOPPING	2.36	2.69	2.80	2.79	2.93
Bridge Opening (ft)	112	265.0	325.0	365.0	375.0	615.0

Two culvert locations were identified as potential locations of concern based on the results of the existing conditions presented in section 2.3.4. The two locations are hereby referred to as Location 1 and Location 2 (see Figure 3).

Proposed conditions model includes the existing culverts and introduces additional culverts for two alternative scenarios. Additional culverts are introduced to increase the flow conveyance and to analyze the impacts to the overtopping elevation. Culvert Location 1 introduced additional 30-in culverts for a series of two alternatives. Due to the shallow ditches, installing a larger culvert would require increasing the top of road elevation, so instead the quantity of already existing culverts are increased.

Culvert Location 2 introduced an additional 3-ft or 8-ft culvert for a series of two alternatives. The existing culvert at Location 2 is 8-ft wide, and introducing a larger culvert may require increasing the top of road elevations. Thus, the 8-ft culvert size was selected as the largest culvert size. Invert data for these culverts could not be located, thus a conservative assumption from the terrain is made for invert elevations.

Table 10: Culvert Alternatives for Location 1 and Location 2

CULVERT LOCATION 1	EXISTING STRUCTURE	ALT-1	ALT-2
Top of Road Elevation (ft)	19.72	19.72	19.72

Culvert Type	Concrete	Concrete	Concrete
Culvert size	24" and 30 "	24" and 2 x 30”	24" and 4 x 30”
Culvert quantity	2	3	5
CULVERT LOCATION 2	EXISTING STRUCTURE	ALT-1	ALT-2
Top of Road Elevation (ft)	15.81	15.81	15.81
Culvert Type	Corrugated metal	Corrugated metal	Corrugated metal
Culvert size	8'	8' and 3'	8' and 8'
Culvert quantity	1	2	2

BREAKLINES AND 2D MESH

Breaklines in the model, which are incorporated to represent road crossings, are further optimized for better model outputs. Additionally, computation cells within the 2D mesh are improved to increase the density of cells near structures. Increased density of computation cells are beneficial for more detailed outputs.

3.2.2 RUNNING THE MODEL

The HEC-RAS model is run in two plans for each alternative. The model is computed in this manor to account for the different boundary conditions.

- Plan 1: The first plan is run to only include the flow for the NECF and Island Creek. This would be considered the “base flow”. The plan is run to get the model stabilized and a steady state. Plan is titled “*Proposed Conditions_100yr_Base_Test1*”. A restart file is created at the end of the simulation.
- Plan 2: The second plan is run to include the precipitation and Atlantic backwater. The “base flow” plan is used as a restart file before the precipitation and Atlantic backwater start. Plan is titled “*Proposed Conditions_100yr+100yr Base_Test1*”

A “CalculatedLayer” is created to compare the change in maximum water surface elevations between the existing and proposed conditions for each design alternative. This method of analysis is useful in locating areas, upstream or downstream, that may be impacted by a rise in water surface elevation caused by the proposed design. Results from these layers are further described in Section 3.

3.3 RESULTS

3.3.1 MERRICKS CREEK

A summary of the results from each design alternative for Merricks Creek is presented in Table 11.

The headwater elevation for each alternative is determined as the maximum headwater elevation through the bridge opening reported in HEC-RAS. Freeboard is calculated as the vertical distance between the headwater elevation and the bridge's low chord elevation. It's important to note that all alternatives meet the basic requirements for freeboard and avoid overtopping.

The bridge opening is progressively widened with each alternative, leading to consequences for both the upstream and downstream floodplain. Narrower openings result in increased proposed water surface elevations upstream of the structure, while wider openings lead to higher proposed water surface elevations downstream of the structure.

In the vicinity downstream of the bridge, there are several residential homes, whereas upstream of the bridge, the area consists mostly of uninhabited farms and wooded areas. There are approximately 10-15 structures that are at risk of increased flooding. Structures are displayed in Figure 5 and Figure 6. It's noteworthy that the increase in water surface elevations for each alternative remains less than 1.0 foot.

Alternative 1 is selected as the optimal design because it has the least impact on residential structures downstream of the bridge. Only one home, located approximately 1.25 miles upstream of Highway 210 over Merricks Creek, experiences a rise of approximately 0.08 feet under the proposed conditions, as shown in Figure 5.

Table 11: Merricks Creek Design Alternative Results

	ALT-1	ALT-2	ALT-3	ALT-4	ALT-5
Top of Road Elevation (ft)	**20.0**	20.0	20.0	20.0	20.0
Bridge Low Chord Elevation (ft)	**14.0**	14.0	14.0	14.0	14.0
Headwater Elevation (ft)	**11.76**	11.67	11.58	11.57	11.47
Freeboard (ft)	**2.24**	2.33	2.42	2.43	2.53
Bridge Opening (ft)	**255.0**	305.0	355.0	405.0	605.0
Structures Impacted by Rise	**Impacted upstream**	Impacted upstream and downstream	Impacted upstream and downstream	Impacted upstream and downstream	Impacted upstream and downstream

Note: All elevations are in NAVD88

Figure 5 displays the dataset associated with Alternative 1, the narrowest bridge opening. Figure 6 displays the dataset associated with Alternative 5, the widest bridge opening. Structures in the vicinity are highlighted in yellow. Areas where there is an increase in the proposed conditions floodplain are represented in red, areas with a decrease in the proposed conditions floodplain are shown in green, and no change in the proposed conditions floodplain is indicated in white/gray.

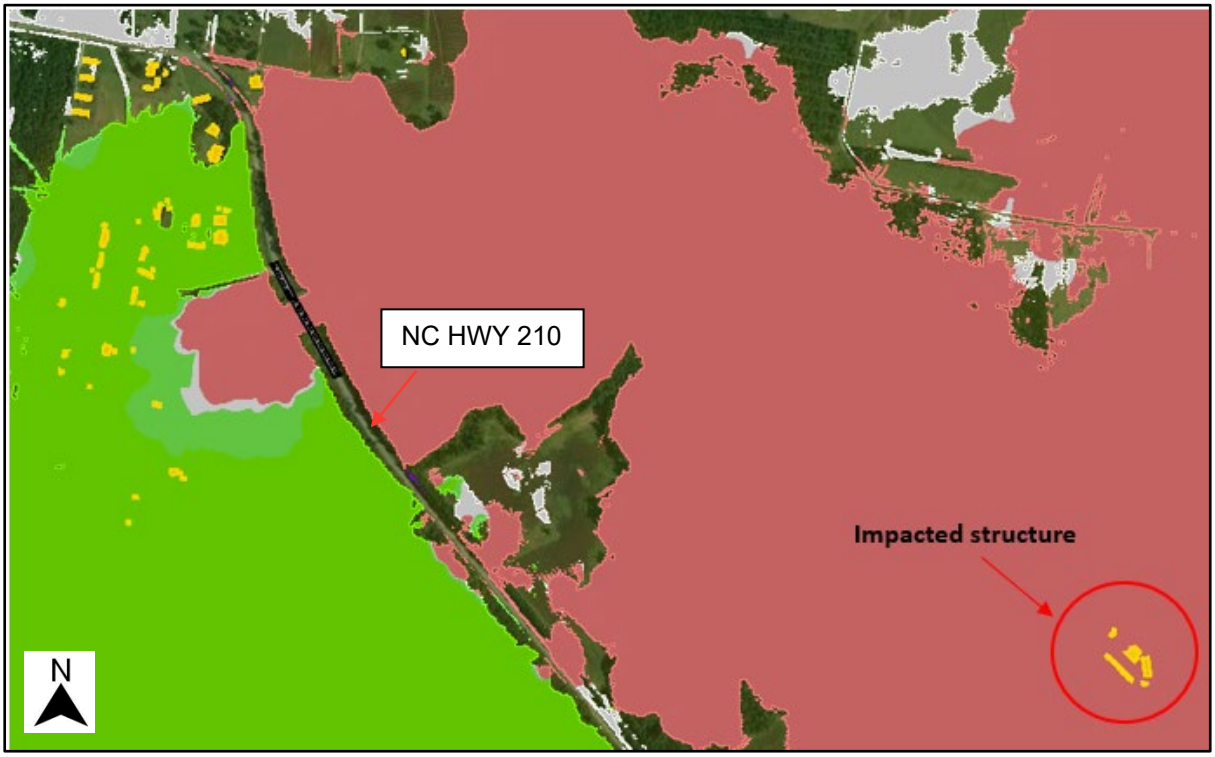


Figure 5: Floodplain impacts of Alternative 1 at Merricks Creek.

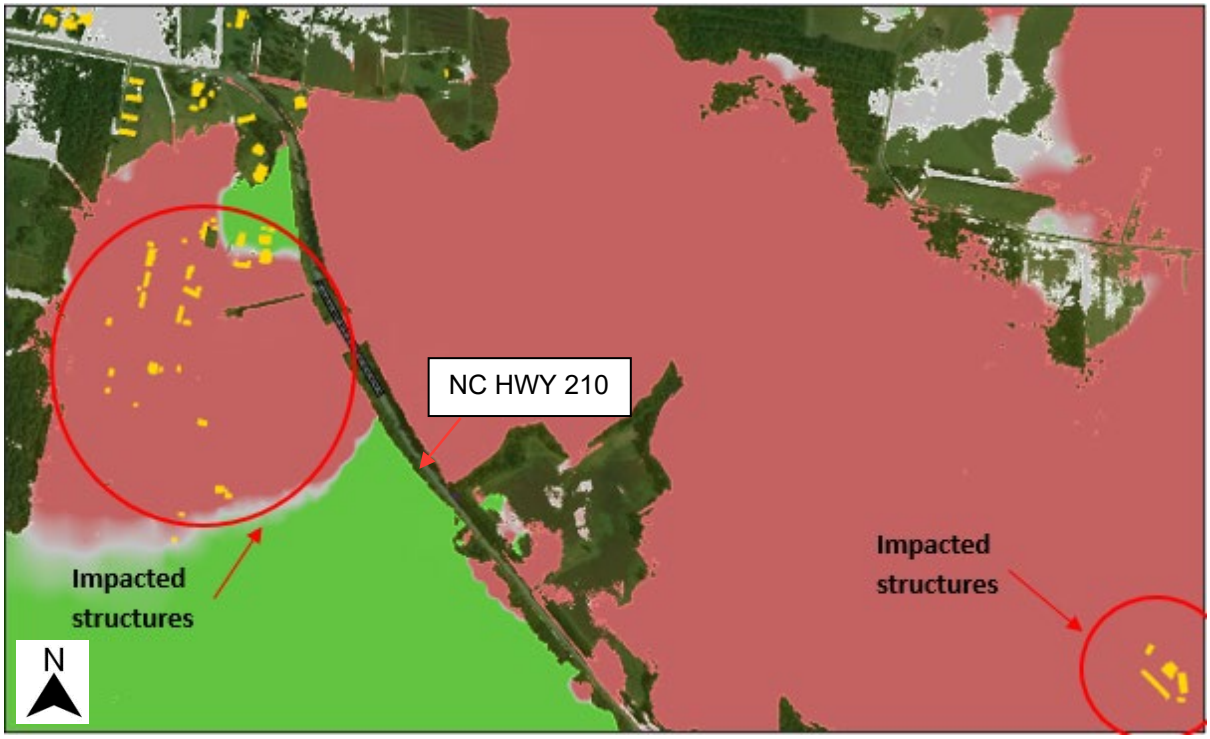


Figure 6: Floodplain impacts of Alternative 5 at Merricks Creek

3.3.2 HARRISONS CREEK

A summary of the results from each design alternative for Harrisons Creek is presented in The headwater elevation for each alternative is determined as the maximum headwater elevation through the bridge opening reported in HEC-RAS. Freeboard is calculated as the vertical distance between the

between the headwater elevation and the bridge's low chord elevation. It's important to note that all alternatives meet the basic requirements for freeboard and avoid overtopping.

The bridge opening is progressively widened with each alternative, leading to consequences for both the upstream and downstream floodplain. Narrower openings increase the proposed water surface elevations upstream of the structure. Wider openings increase the proposed water surface elevations downstream of the structure.

At this location, directly upstream of the bridge is a residential community. Downstream of the bridge is mostly uninhabited wooded areas. All increases for each alternative are less than 1.0ft.

Alternative 5 is selected as the optimal design due to the least impact to the residential community upstream of the bridge.

Table 12: Harrisons Creek Design Alternative Results

	ALT-1	ALT-2	ALT-3	ALT-4	**ALT-5**
Top of Road Elevation (ft)	18.9	18.9	18.9	18.9	**18.9**
Bridge Low Chord Elevation (ft)	12.4	12.4	12.4	12.4	**12.4**
Headwater Elevation (ft)	10.04	9.71	9.6	9.61	**9.47**
Freeboard (ft)	2.36	2.69	2.80	2.79	**2.93**
Bridge Opening (ft)	265.0	325.0	365.0	375.0	**615.0**
Structures Impacted by Rise	Impacted upstream	Impacted upstream	Impacted upstream	Impacted upstream	**Not impacted**

Note: All elevations are in NAVD88

Figure 7 displays the dataset associated with Alternative 5, structure with the widest opening. Figure 8 displays the dataset associated with Alternative 1, structure with the narrowest opening. Structures in the vicinity are highlighted in yellow. Areas where there is an increase in the proposed conditions floodplain are represented in red, areas with a decrease in the proposed conditions floodplain are shown in green, and no change in the proposed conditions floodplain is indicated in white/gray.

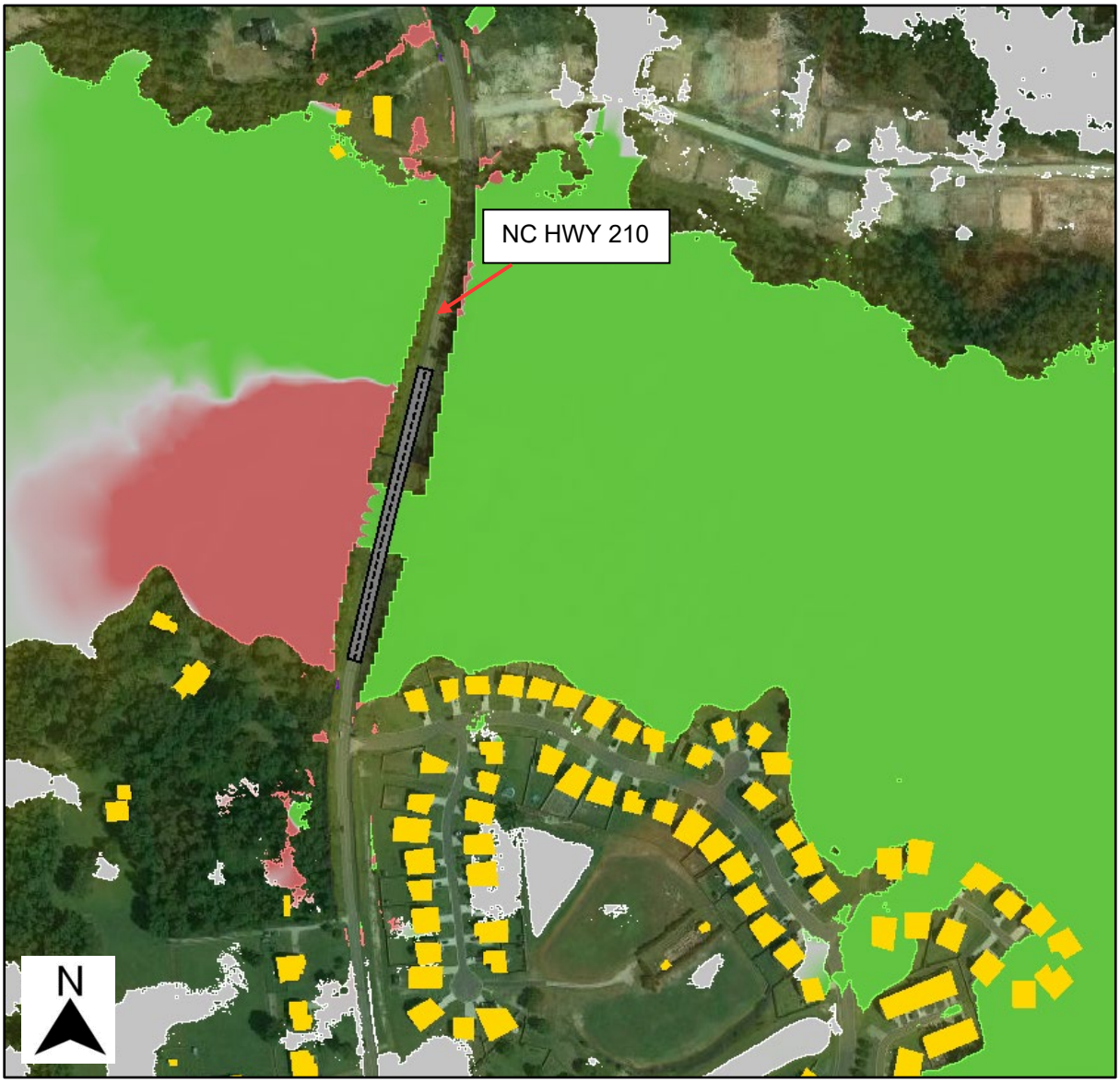


Figure 7: Floodplain impacts of Alternative 5 at Harrisons Creek

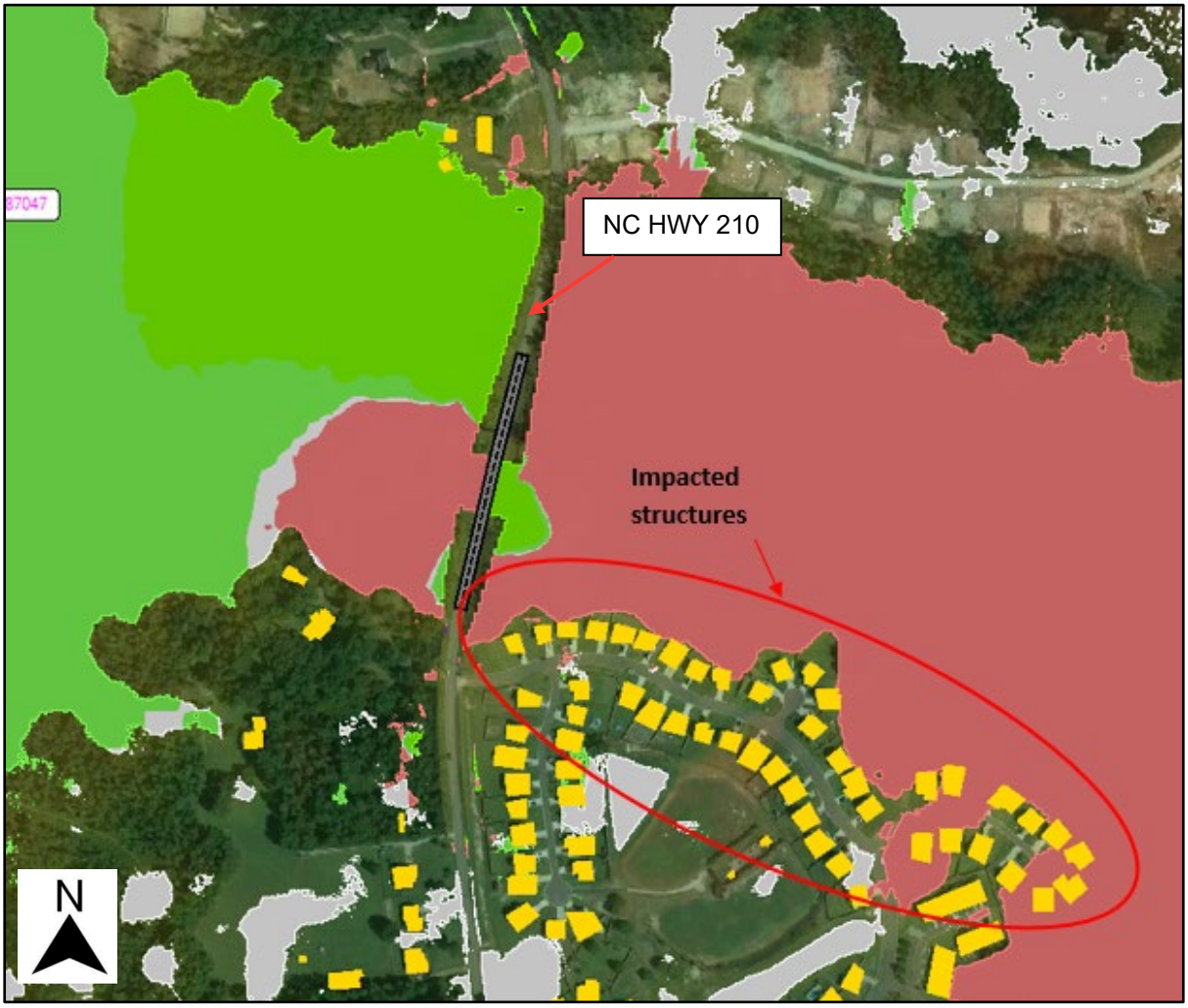


Figure 8: Floodplain impacts of Alternative 1 at Harrisons Creek

3.3.3 CULVERT LOCATIONS

A summary of the results from each culvert design alterative for Location 1 and Location 2 are presented in Table 13.

At Culvert Location 1, there is limited vertical space available for installing large culverts. The addition of extra culverts yields minimal improvements in overtopping due to the road's curved and downward-sloping nature. To address the inundation issue effectively, raising the road's elevation would be necessary.

Meanwhile, at Culvert Location 2, overtopping concerns can be resolved by introducing an additional 8-foot culvert.

Upon further examination of these two locations, it was determined that the existing conditions overtopping depth is not significantly problematic, and the overtopping duration lasts only a few hours. Location 1, under existing conditions, experiences maximum overtopping depth of 1.5 feet and the duration is approximately 5 hours. Location 2, under existing conditions, experiences maximum overtopping depth of 1.3 feet and the duration is approximately 4 hours. Discussions with NCDOT have led to the conclusion that these locations may not pose significant concerns. Instead, alternative measures such as road hardening are recommended to mitigate the risk of road washouts.

Table 13 : Culvert Locations Design Alternative Results

CULVERT LOCATION 1	ALT-1	ALT-2
Top of Road Elevation (ft)	19.72	19.72
Culvert Type	Concrete	Concrete
Culvert size	24" and 2 x 30”	24" and 4 x 30”
Culvert quantity	3	5
Road Overtopping	Yes	Yes
CULVERT LOCATION 2	ALT-1	ALT-2
Top of Road Elevation (ft)	15.81	15.81
Culvert Type	Corrugated metal	Corrugated metal
Culvert size	8' and 3'	8' and 8'
Culvert quantity	2	2
Road Overtopping	Yes	No

4 RESILIENCY RECOMMENDATIONS

4.1 BRIDGE DESIGN

Based on the comprehensive analysis presented in this report, we have arrived at the following recommendations for bridge designs for Merricks and Harrisons Creek. These recommendations also include preliminary scour calculations, details of which can be found in Appendix 6.

The selection of these specific alternatives for each location is based upon the minimal impact on nearby residential structures while at the same time keeping Highway 210 open as an evacuation route. Consideration was given to the preservation of the surrounding residential areas, and these alternatives were found to align best with the overarching goal of minimizing disruptions to the communities situated near by the structures.

Table 14: Bridge Resiliency Recommendations

	MERRICKS	HARRISONS
Top of Road Elevation (ft)	20	18.9
Bridge Low Chord Elevation (ft)	14	12.4
Bridge Opening (ft)	255	615
Contraction Scour (ft)	8.2	3.7
Pier Scour (ft)	6.59	4.24

4.2 CULVERT LOCATIONS

As indicated in Section 3, two culvert locations along the Highway 210 alignment experience overtopping during major events. Overtopping at these locations is limited to a duration of 4 to 5 hours and a depth of 18 inches or less. In consultation with NCDOT, it is recommended that the roadway embankment at these locations be “hardened”. At these locations, the recommendation is for hardening using Class II riprap along the fill slope. Details of road hardening can be found in Appendix 4.

“Hardening” or rock plating along embankment slopes provides mitigation for erosion risks presented through high flows from major events. Oftentimes when culverts experience high flows, swirling, turbulent waters at the ends of the culvert can cause scour and erosion. As erosion and scour continue to occur over time, the potential for "piping” or water flowing along the outside of the culvert can lead to roadway failure and washout. Due to the short duration of flooding impacts, the cost for raising the road profile and installation of additional conveyance culverts was deemed infeasible. Instead, the recommendation at the culvert locations is to provide for mitigation of the major risks of culvert washout instead of excessive reconstruction for short-duration impacts.

4.3 COST ESTIMATES

WSP has developed project cost estimates in line with NCDOT's functional cost estimate process. In total, the project construction cost is estimated at $12,249,606 while right of way (ROW) costs are estimated at $700,000. Detailed cost estimates can be found in Appendix 5.

5 GIS DASHBOARD

The Pender County NC-210 Dashboard serves to visually communicate areas of interest, costs, and plans derived from WSP's report in an interactive website. To access the dashboard, users must have at minimum a basic ArcGIS Online account with "Viewer" privileges. The dashboard is shared to a user group with invite-only access for contents to remain private to only the client and WSP employees involved in this effort.

The dashboard is separated into three tabs that navigate to the Home page, Cost, and Plan Sheets. Within the Home page, users can view the proposed structures' locations and swipe to view the existing and proposed floodplains for the Merrick's Creek and Harrison's Creek sites along NC-210 in a 3D map viewer. A Parcel and Buildings layer sourced from NC OneMap are also included to view relevant features within the study area. A side panel for these maps with additional context and a series of short videos simulating the existing and proposed flood conditions are also visible alongside the maps.

The Cost tab provides a snapshot of the predicted cost for this project, separated into several categories of labor and materials, along with an overall estimate for the project's scope.

Finally, the plan sheets can be found in a PDF format in its corresponding tab.

While this report serves to provide a detailed analysis of the Highway 210 resiliency study, the GIS dashboard should be used to gain "at-a-glance" insights outside of a traditional, text-based format.

REFERENCES

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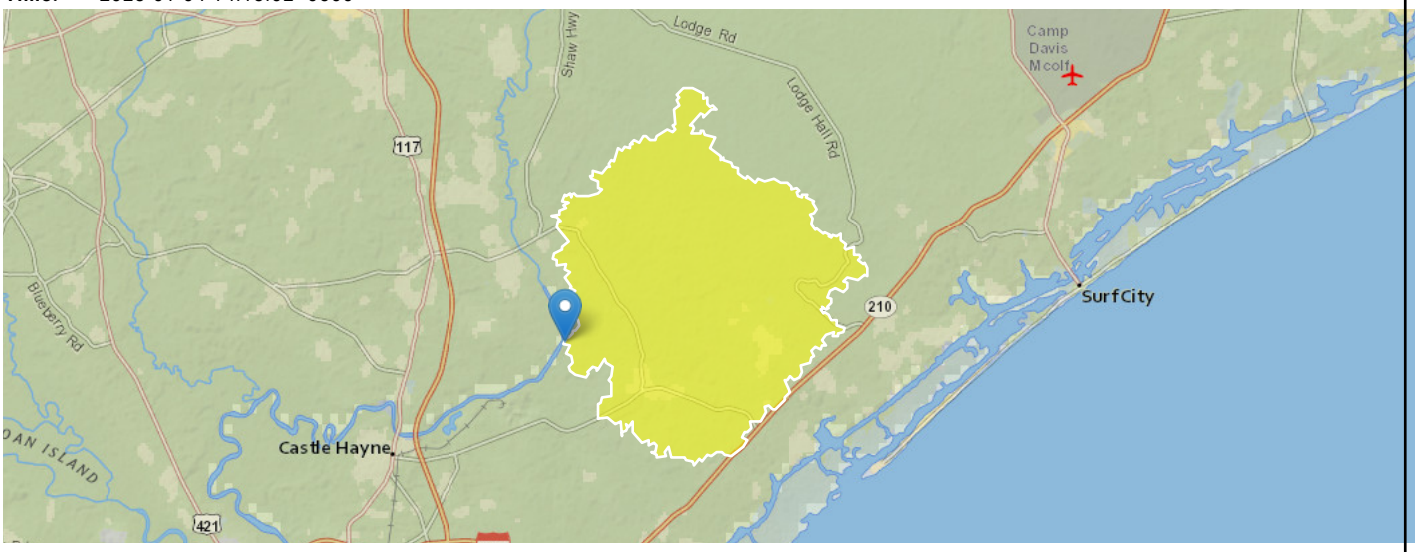
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APPENDIX 1 : STREAMSTATS

Merricks and Harrisons Creek Watershed

StreamStats Report

Region ID: NC
Workspace ID: NC20230104191228443000
Clicked Point (Latitude, Longitude): 34.40294, -77.81151
Time: 2023-01-04 14:13:02 -0500



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	58.4	square miles
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	10.4	inches
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	0.51	percent
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	0	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	100	percent
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Southeast US over 1 sqmi 2009 5158]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	58.4	square miles	1	9000
PCTREG1	Percent Area in Region 1	0	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG4	Percent Area in Region 4	100	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US over 1 sqmi 2009 5158]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
50-percent AEP flood	844	ft^3/s	486	1460	34.5
20-percent AEP flood	1580	ft^3/s	917	2720	34
10-percent AEP flood	2140	ft^3/s	1220	3750	35.1
4-percent AEP flood	2890	ft^3/s	1590	5240	37.5
2-percent AEP flood	3550	ft^3/s	1900	6650	39.6
1-percent AEP flood	4260	ft^3/s	2200	8250	41.9
0.5-percent AEP flood	4900	ft^3/s	2440	9820	44.3
0.2-percent AEP flood	5890	ft^3/s	2800	12400	47.7

Peak-Flow Statistics Citations

Weaver, J.C., Feaster, T.D., and Gotvald, A.J.,2009, Magnitude and frequency of rural floods in the Southeastern United States, through 2006—Volume 2, North Carolina: U.S. Geological Survey Scientific Investigations Report 2009–5158, 111 p. (http://pubs.usgs.gov/sir/2009/5158/)

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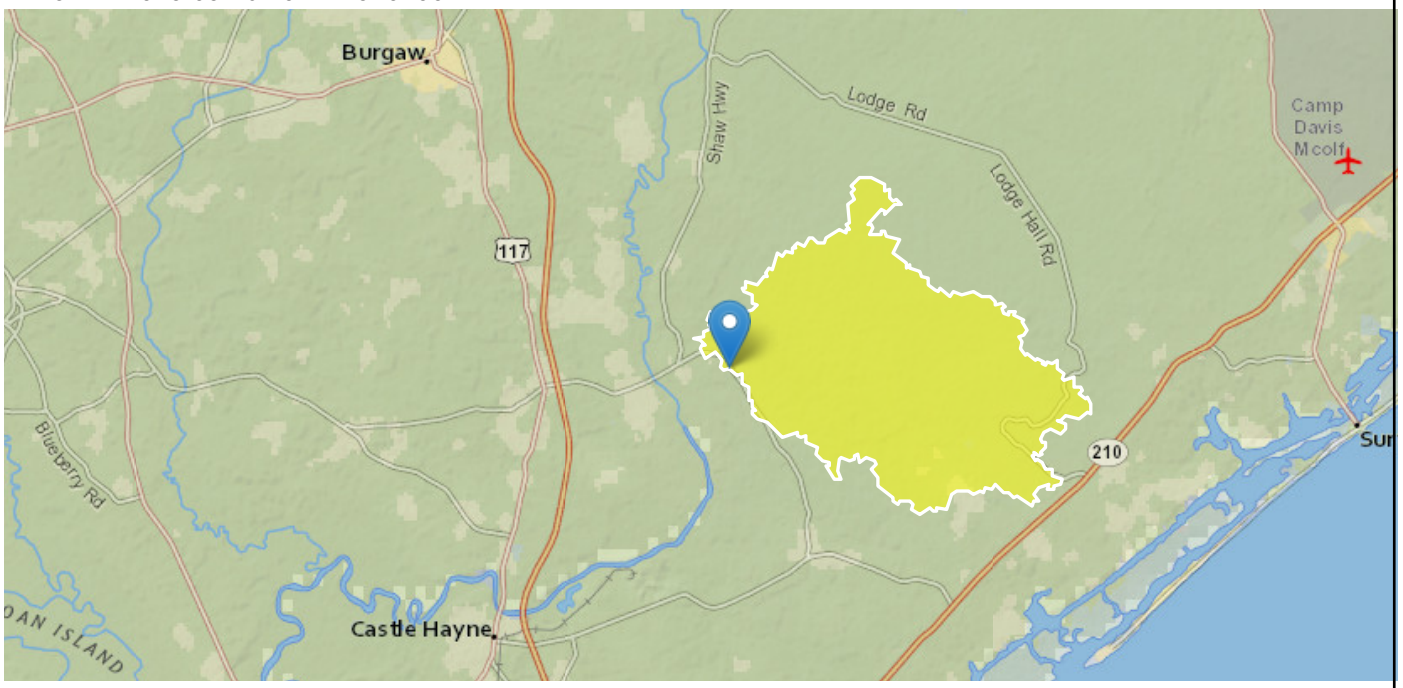
USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.11.1
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

Merricks Creek Watershed

StreamStats Report

Region ID: NC
Workspace ID: NC20230317004358389000
Clicked Point (Latitude, Longitude): 34.44634, -77.80352
Time: 2023-03-16 20:44:18 -0400



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	35.9	square miles
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	10.3	inches
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	0.19	percent
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	0	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	100	percent
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Southeast US over 1 sqmi 2009 5158]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	35.9	square miles	1	9000
PCTREG1	Percent Area in Region 1	0	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG4	Percent Area in Region 4	100	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US over 1 sqmi 2009 5158]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
50-percent AEP flood	616	ft^3/s	355	1070	34.5
20-percent AEP flood	1160	ft^3/s	673	2000	34
10-percent AEP flood	1580	ft^3/s	902	2770	35.1
4-percent AEP flood	2150	ft^3/s	1190	3900	37.5
2-percent AEP flood	2650	ft^3/s	1420	4960	39.6
1-percent AEP flood	3190	ft^3/s	1650	6180	41.9
0.5-percent AEP flood	3680	ft^3/s	1830	7380	44.3
0.2-percent AEP flood	4430	ft^3/s	2100	9330	47.7

Peak-Flow Statistics Citations

Weaver, J.C., Feaster, T.D., and Gotvald, A.J.,2009, Magnitude and frequency of rural floods in the Southeastern United States, through 2006—Volume 2, North Carolina: U.S. Geological Survey Scientific Investigations Report 2009–5158, 111 p. (http://pubs.usgs.gov/sir/2009/5158/)

Urban Peak-Flow Statistics

Urban Peak-Flow Statistics Parameters [Region 4 CoastalPlain Urban 2014 5030]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	35.9	square miles	0.1	53.5
LC06IMP	Percent Impervious NLCD2006	0.19	percent	0.02	34.8
I24H50Y	24 Hour 50 Year Precipitation	10.3	inches	6.51	10.9

Urban Peak-Flow Statistics Flow Report [Region 4 CoastalPlain Urban 2014 5030]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
Urban 50-percent AEP flood	745	ft^3/s	333	1660	40.8
Urban 20-Percent AEP flood	1510	ft^3/s	722	3160	36.9
Urban 10-percent AEP flood	2170	ft^3/s	1050	4490	36.7
Urban 4-percent AEP flood	3170	ft^3/s	1480	6800	38.2
Urban 2-percent AEP flood	4040	ft^3/s	1820	8990	40.2
Urban 1-percent AEP flood	5000	ft^3/s	2150	11600	42.7
Urban 0.5-percent AEP flood	6110	ft^3/s	2490	15000	45.4
Urban 0.2-percent AEP flood	7710	ft^3/s	2900	20500	49.9

Urban Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C.,2014, Methods for estimating the magnitude and frequency of floods for urban and small, rural streams in Georgia, South Carolina, and North Carolina, 2011 (ver. 1.1, March 2014): U.S. Geological Survey Scientific Investigations Report 2014–5030, 104 p. (http://pubs.usgs.gov/sir/2014/5030/)

Maximum Probable Flood Statistics

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 2]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	35.9	square miles	0.1	3000

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 2]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	51400	ft^3/s

Maximum Probable Flood Statistics Citations

Crippen, J.R. and Bue, Conrad D.1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (https://pubs.usgs.gov/wsp/1887/report.pdf)

Bankfull Statistics

Bankfull Statistics Parameters [Atlantic Plain D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	35.9	square miles	0.30888	1086.8715

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	35.9	square miles	0.07722	59927.7393

Bankfull Statistics Flow Report [Atlantic Plain D Bieger 2015]

Statistic	Value	Unit
Bieger_D_channel_width	37.7	ft
Bieger_D_channel_depth	3.4	ft
Bieger_D_channel_cross_sectional_area	122	ft^2

Bankfull Statistics Flow Report [USA Bieger 2015]

Statistic	Value	Unit
Bieger_USA_channel_width	43.7	ft
Bieger_USA_channel_depth	2.58	ft
Bieger_USA_channel_cross_sectional_area	118	ft^2

Bankfull Statistics Flow Report [Area-Averaged]

Statistic	Value	Unit
Bieger_D_channel_width	37.7	ft
Bieger_D_channel_depth	3.4	ft
Bieger_D_channel_cross_sectional_area	122	ft^2
Bieger_USA_channel_width	43.7	ft
Bieger_USA_channel_depth	2.58	ft
Bieger_USA_channel_cross_sectional_area	118	ft^2

Bankfull Statistics Citations

Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G.,2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p. (https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_campaign=PDFCove

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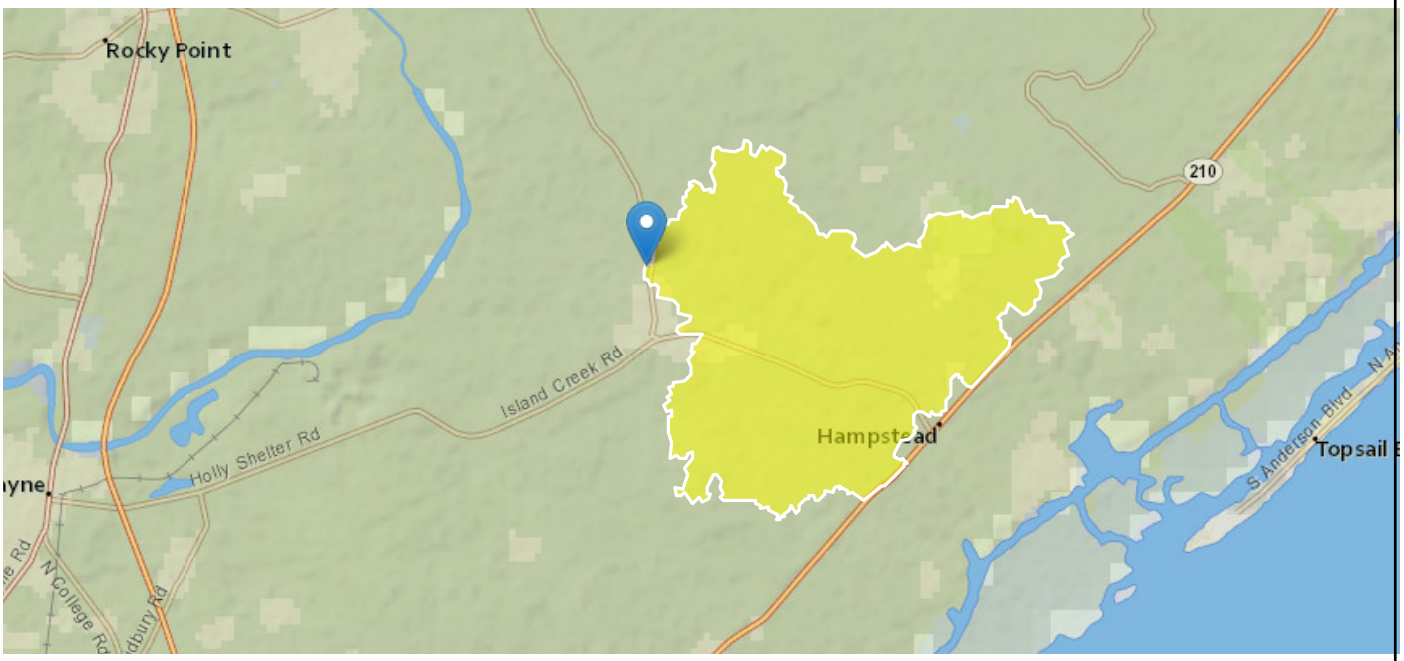
USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.13.0
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

Harrisons Creek Watershed

StreamStats Report

Region ID: NC
Workspace ID: NC20230317004101117000
Clicked Point (Latitude, Longitude): 34.39565, -77.77286
Time: 2023-03-16 20:41:21 -0400



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	13.3	square miles
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	10.6	inches
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	1.36	percent
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	0	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	100	percent
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Southeast US over 1 sqmi 2009 5158]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	13.3	square miles	1	9000
PCTREG1	Percent Area in Region 1	0	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG4	Percent Area in Region 4	100	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US over 1 sqmi 2009 5158]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
50-percent AEP flood	323	ft^3/s	186	561	34.5
20-percent AEP flood	623	ft^3/s	361	1070	34
10-percent AEP flood	858	ft^3/s	489	1500	35.1
4-percent AEP flood	1180	ft^3/s	650	2140	37.5
2-percent AEP flood	1460	ft^3/s	779	2740	39.6
1-percent AEP flood	1770	ft^3/s	913	3430	41.9
0.5-percent AEP flood	2050	ft^3/s	1020	4120	44.3
0.2-percent AEP flood	2480	ft^3/s	1180	5230	47.7

Peak-Flow Statistics Citations

Weaver, J.C., Feaster, T.D., and Gotvald, A.J.,2009, Magnitude and frequency of rural floods in the Southeastern United States, through 2006—Volume 2, North Carolina: U.S. Geological Survey Scientific Investigations Report 2009–5158, 111 p. (http://pubs.usgs.gov/sir/2009/5158/)

Urban Peak-Flow Statistics

Urban Peak-Flow Statistics Parameters [Region 4 CoastalPlain Urban 2014 5030]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	13.3	square miles	0.1	53.5
LC06IMP	Percent Impervious NLCD2006	1.36	percent	0.02	34.8
I24H50Y	24 Hour 50 Year Precipitation	10.6	inches	6.51	10.9

Urban Peak-Flow Statistics Flow Report [Region 4 CoastalPlain Urban 2014 5030]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PIl	Plu	ASEp
Urban 50-percent AEP flood	450	ft^3/s	201	1010	40.8
Urban 20-Percent AEP flood	903	ft^3/s	430	1900	36.9
Urban 10-percent AEP flood	1280	ft^3/s	617	2660	36.7
Urban 4-percent AEP flood	1860	ft^3/s	863	4010	38.2
Urban 2-percent AEP flood	2350	ft^3/s	1050	5260	40.2
Urban 1-percent AEP flood	2900	ft^3/s	1240	6790	42.7
Urban 0.5-percent AEP flood	3510	ft^3/s	1420	8690	45.4
Urban 0.2-percent AEP flood	4390	ft^3/s	1640	11700	49.9

Urban Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C.,2014, Methods for estimating the magnitude and frequency of floods for urban and small, rural streams in Georgia, South Carolina, and North Carolina, 2011 (ver. 1.1, March 2014): U.S. Geological Survey Scientific Investigations Report 2014–5030, 104 p. (http://pubs.usgs.gov/sir/2014/5030/)

Maximum Probable Flood Statistics

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 2]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	13.3	square miles	0.1	3000

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 2]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	29700	ft^3/s

Maximum Probable Flood Statistics Citations

Crippen, J.R. and Bue, Conrad D.1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (https://pubs.usgs.gov/wsp/1887/report.pdf)

Bankfull Statistics

Bankfull Statistics Parameters [Atlantic Plain D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	13.3	square miles	0.30888	1086.8715

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	13.3	square miles	0.07722	59927.7393

Bankfull Statistics Flow Report [Atlantic Plain D Bieger 2015]

Statistic	Value	Unit
Bieger_D_channel_width	26.3	ft
Bieger_D_channel_depth	2.47	ft
Bieger_D_channel_cross_sectional_area	62.1	ft^2

Bankfull Statistics Flow Report [USA Bieger 2015]

Statistic	Value	Unit
Bieger_USA_channel_width	30.8	ft
Bieger_USA_channel_depth	2.09	ft
Bieger_USA_channel_cross_sectional_area	69.1	ft^2

Bankfull Statistics Flow Report [Area-Averaged]

Statistic	Value	Unit
Bieger_D_channel_width	26.3	ft
Bieger_D_channel_depth	2.47	ft
Bieger_D_channel_cross_sectional_area	62.1	ft^2
Bieger_USA_channel_width	30.8	ft
Bieger_USA_channel_depth	2.09	ft
Bieger_USA_channel_cross_sectional_area	69.1	ft^2

Bankfull Statistics Citations

Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G.,2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p. (https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_campaign=PDFCoverPag

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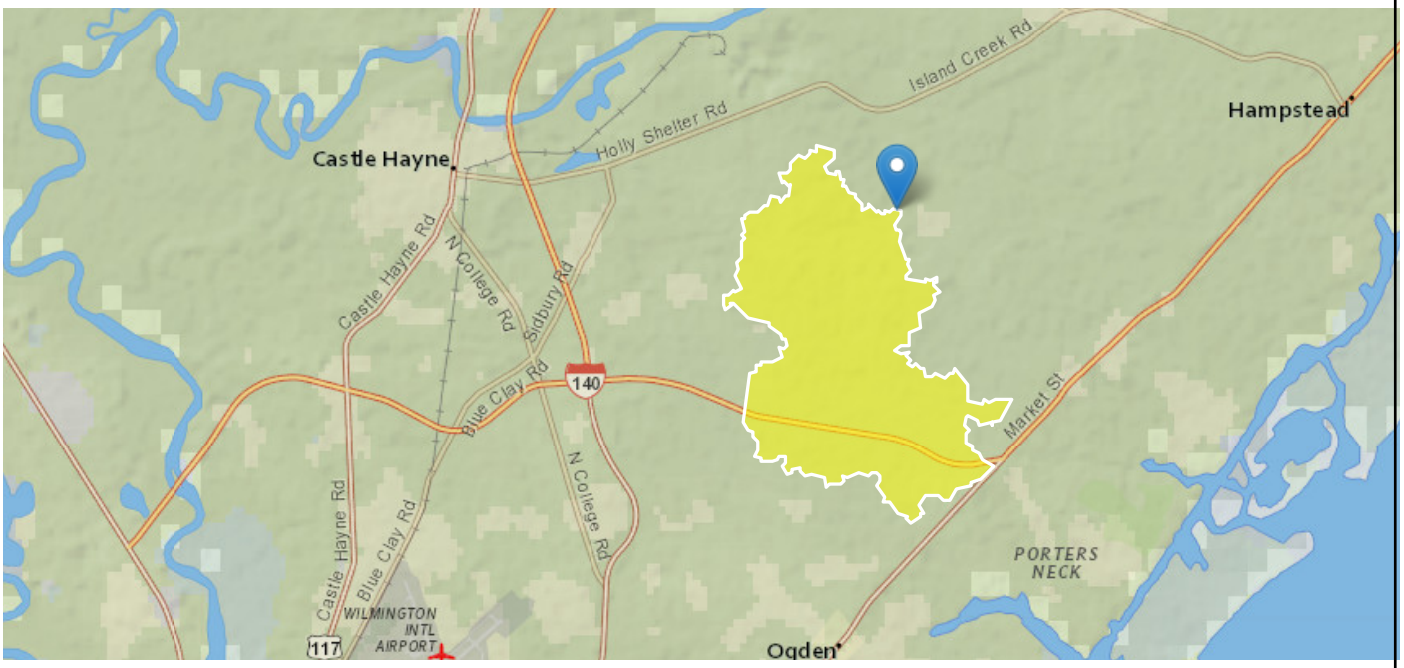
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Application Version: 4.13.0
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

Island Creek Watershed

StreamStats Report

Region ID: NC
Workspace ID: NC20230315205453378000
Clicked Point (Latitude, Longitude): 34.34813, -77.80653
Time: 2023-03-15 16:55:14 -0400



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	7.99	square miles
I24H50Y	Maximum 24-hour precipitation that occurs on average once in 50 years	10.7	inches
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	0.9	percent
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	0	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	100	percent
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Southeast US over 1 sqmi 2009 5158]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	7.99	square miles	1	9000
PCTREG1	Percent Area in Region 1	0	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG4	Percent Area in Region 4	100	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US over 1 sqmi 2009 5158]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
50-percent AEP flood	232	ft^3/s	133	403	34.5
20-percent AEP flood	453	ft^3/s	263	782	34
10-percent AEP flood	626	ft^3/s	357	1100	35.1
4-percent AEP flood	865	ft^3/s	476	1570	37.5
2-percent AEP flood	1080	ft^3/s	576	2030	39.6
1-percent AEP flood	1310	ft^3/s	675	2540	41.9
0.5-percent AEP flood	1520	ft^3/s	756	3060	44.3
0.2-percent AEP flood	1850	ft^3/s	877	3900	47.7

Peak-Flow Statistics Citations

Weaver, J.C., Feaster, T.D., and Gotvald, A.J.,2009, Magnitude and frequency of rural floods in the Southeastern United States, through 2006—Volume 2, North Carolina: U.S. Geological Survey Scientific Investigations Report 2009–5158, 111 p. (http://pubs.usgs.gov/sir/2009/5158/)

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Application Version: 4.13.0

StreamStats Services Version: 1.2.22

NSS Services Version: 2.2.1

APPENDIX 2: FLOOD INSURANCE REPORT

A summary of the drainage area-peak discharge relationships for the flooding sources studied by detailed methods is shown in Table 13, Summary of Discharges.

Table 13 - Summary of Discharges

Flooding Source		Discharges (cfs)			
Location	Drainage Area (square miles)	10% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Island Creek					
Approximately 0.46 mile downstream of Sidbury Road	5.81	657	1257	1589	2574
Approximately 0.9 miles upstream of Sidbury Road	3.14	450	870	1103	1799

Flooding Source	FIRM Panel Number(s)	Elevations (feet NAVD)			
		10% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Topsail Sound / Atlantic Ocean	3720421200 3720420200	*	*	9.3	*
Topsail Sound	3720420200 3720420300 3720421300	4.4	7.7	9.1	11.8
Topsail Sound / Atlantic Ocean	3720421200 3720420200	4.3	7.7	9.0	11.8
Topsail Sound / Atlantic Ocean	3720420300 3720421200 3720421300	*	*	8.8	*
Topsail Sound / Atlantic Ocean	3720421200 3720421300	*	*	8.6	*
Topsail Sound / Atlantic Ocean	3720420300 3720421300	4.0	7.2	8.5	11.3
Topsail Sound / Atlantic Ocean	3720421300 3720422300	*	*	8.3	*
Topsail Sound	3720421300 3720422400	3.8	6.8	8.1	10.9
Topsail Sound / Atlantic Ocean	3720421300 3720422300	*	*	7.9	*
Topsail Sound / Atlantic Ocean	3720422300 3720422400 3720423400 3720423500 3720424500	*	*	7.7	*
Topsail Sound	3720422400 3720422500 3720423400 3720423500	3.4	6.4	7.6	11.0
Topsail Sound	3720421400 3720421500 3720422400 3720422500 3720423400 3720423500	3.4	6.2	7.5	11.0
Cape Fear River	3720229100	5.5	6.9	7.4	8.4
Northeast Cape Fear River	3720229100 3720320100 3720320200 3720320300 3720321200 3720321300 3720321400 3720322200 3720322300 3720323200 3720323300 3720324200 3720324300 3720325300 3720325400 3720325500 3720326200 3720326300 3720326400 3720326500 3720327300	4.9	6.6	7.3	8.7
Topsail Sound	3720422500 3720423400 3720423500	3.2	6.0	7.3	10.6
Topsail Sound	3720423500 3720423600 3720424500 3720424600	2.5	4.6	5.9	9.6

APPENDIX 3: PRECIPITATION

NOAA Atlas 14, Volume 2, Version 3
Location name: Rocky Point, North Carolina, USA*
Latitude: 34.4152°, Longitude: -77.8052°
Elevation: 16.31 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

G.M. Bonnin, D. Martin, B. Lin, T. Parzybok, M.Yekta, and D. Riley

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.511 (0.474-0.553)	0.607 (0.563-0.657)	0.710 (0.657-0.767)	0.790 (0.729-0.853)	0.892 (0.819-0.961)	0.968 (0.885-1.04)	1.05 (0.952-1.13)	1.12 (1.02-1.21)	1.23 (1.10-1.33)	1.31 (1.16-1.42)
10-min	0.816 (0.758-0.883)	0.971 (0.901-1.05)	1.14 (1.05-1.23)	1.26 (1.17-1.36)	1.42 (1.31-1.53)	1.54 (1.41-1.66)	1.66 (1.51-1.79)	1.78 (1.61-1.93)	1.94 (1.74-2.10)	2.06 (1.83-2.24)
15-min	1.02 (0.947-1.10)	1.22 (1.13-1.32)	1.44 (1.33-1.55)	1.60 (1.48-1.73)	1.80 (1.65-1.94)	1.95 (1.79-2.11)	2.10 (1.91-2.27)	2.25 (2.03-2.43)	2.44 (2.19-2.64)	2.59 (2.30-2.81)
30-min	1.40 (1.30-1.51)	1.69 (1.57-1.83)	2.04 (1.89-2.21)	2.32 (2.14-2.50)	2.67 (2.45-2.88)	2.94 (2.69-3.17)	3.22 (2.93-3.47)	3.50 (3.16-3.78)	3.89 (3.48-4.21)	4.20 (3.72-4.55)
60-min	1.74 (1.62-1.89)	2.12 (1.96-2.29)	2.62 (2.42-2.83)	3.02 (2.78-3.26)	3.55 (3.26-3.83)	3.98 (3.64-4.30)	4.43 (4.03-4.78)	4.91 (4.44-5.30)	5.58 (4.99-6.04)	6.12 (5.43-6.64)
2-hr	2.08 (1.91-2.28)	2.54 (2.34-2.78)	3.23 (2.97-3.53)	3.80 (3.48-4.15)	4.62 (4.21-5.04)	5.32 (4.82-5.80)	6.08 (5.48-6.63)	6.91 (6.18-7.52)	8.13 (7.19-8.87)	9.18 (8.06-10.0)
3-hr	2.23 (2.05-2.45)	2.72 (2.50-2.99)	3.48 (3.19-3.82)	4.12 (3.76-4.52)	5.08 (4.61-5.56)	5.91 (5.33-6.47)	6.83 (6.11-7.47)	7.86 (6.97-8.58)	9.41 (8.24-10.3)	10.8 (9.32-11.8)
6-hr	2.75 (2.52-3.04)	3.35 (3.07-3.71)	4.29 (3.92-4.74)	5.10 (4.64-5.62)	6.30 (5.70-6.93)	7.35 (6.61-8.08)	8.53 (7.60-9.36)	9.85 (8.68-10.8)	11.9 (10.3-13.0)	13.6 (11.7-15.0)
12-hr	3.23 (2.93-3.59)	3.94 (3.57-4.38)	5.07 (4.60-5.64)	6.06 (5.46-6.73)	7.54 (6.74-8.35)	8.86 (7.87-9.78)	10.3 (9.10-11.4)	12.0 (10.5-13.3)	14.6 (12.5-16.1)	16.9 (14.3-18.6)
24-hr	3.74 (3.41-4.16)	4.54 (4.14-5.05)	5.87 (5.35-6.52)	7.04 (6.39-7.81)	8.83 (7.93-9.79)	10.4 (9.27-11.5)	12.2 (10.8-13.6)	14.3 (12.4-15.9)	17.5 (14.8-19.5)	20.3 (16.9-22.8)
2-day	4.40 (4.02-4.87)	5.32 (4.87-5.89)	6.83 (6.23-7.55)	8.14 (7.39-9.00)	10.1 (9.12-11.2)	11.9 (10.6-13.2)	13.9 (12.2-15.4)	16.1 (14.0-18.0)	19.5 (16.6-21.9)	22.6 (18.8-25.5)
3-day	4.69 (4.29-5.18)	5.66 (5.19-6.26)	7.22 (6.59-7.98)	8.56 (7.79-9.45)	10.6 (9.54-11.7)	12.3 (11.0-13.7)	14.3 (12.6-15.9)	16.5 (14.4-18.4)	19.9 (17.0-22.3)	22.8 (19.2-25.8)
4-day	4.98 (4.56-5.50)	6.00 (5.51-6.63)	7.61 (6.96-8.40)	8.98 (8.18-9.91)	11.0 (9.95-12.2)	12.8 (11.4-14.1)	14.7 (13.1-16.3)	16.9 (14.8-18.8)	20.2 (17.4-22.6)	23.1 (19.5-26.1)
7-day	5.76 (5.32-6.30)	6.94 (6.41-7.59)	8.73 (8.04-9.54)	10.2 (9.39-11.2)	12.4 (11.3-13.5)	14.3 (12.9-15.6)	16.3 (14.6-17.8)	18.5 (16.4-20.3)	21.7 (18.9-24.0)	24.4 (21.0-27.2)
10-day	6.50 (6.02-7.07)	7.79 (7.21-8.48)	9.65 (8.91-10.5)	11.2 (10.3-12.2)	13.5 (12.3-14.7)	15.4 (14.0-16.8)	17.4 (15.7-19.0)	19.6 (17.5-21.5)	22.9 (20.1-25.3)	25.6 (22.2-28.4)
20-day	8.73 (8.14-9.40)	10.4 (9.70-11.2)	12.7 (11.8-13.7)	14.6 (13.5-15.7)	17.2 (15.9-18.6)	19.4 (17.8-21.0)	21.8 (19.8-23.6)	24.2 (21.9-26.4)	27.8 (24.7-30.4)	30.7 (27.0-33.8)
30-day	10.7 (10.1-11.5)	12.7 (12.0-13.6)	15.3 (14.4-16.4)	17.4 (16.3-18.6)	20.2 (18.9-21.6)	22.5 (20.9-24.1)	24.9 (23.0-26.8)	27.4 (25.1-29.5)	30.8 (27.8-33.4)	33.5 (30.0-36.5)
45-day	13.4 (12.6-14.3)	15.8 (14.9-16.9)	18.8 (17.7-20.0)	21.2 (19.9-22.6)	24.5 (22.9-26.2)	27.2 (25.3-29.0)	29.9 (27.7-32.0)	32.7 (30.1-35.1)	36.5 (33.2-39.4)	39.5 (35.6-43.0)
60-day	16.1 (15.2-17.1)	19.0 (17.9-20.1)	22.2 (21.0-23.6)	24.8 (23.4-26.3)	28.3 (26.6-30.0)	31.0 (29.0-32.9)	33.7 (31.4-35.9)	36.4 (33.7-38.9)	40.0 (36.8-43.0)	42.8 (39.1-46.3)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

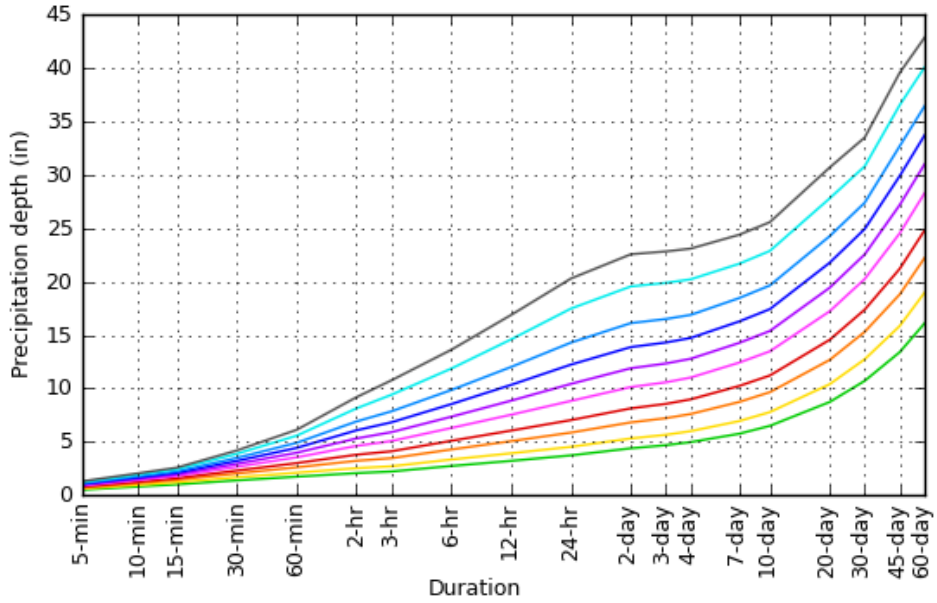
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

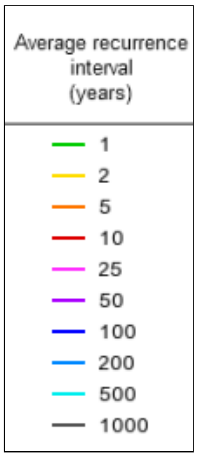
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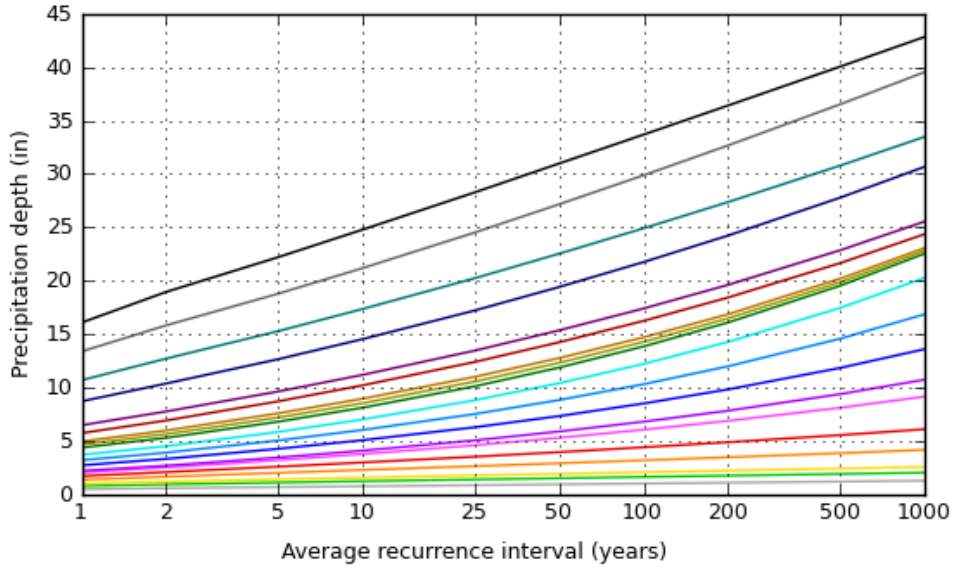
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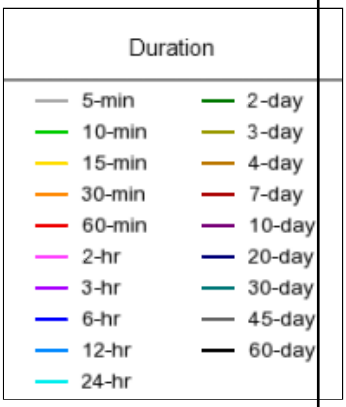
PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 34.4152°, Longitude: -77.8052°







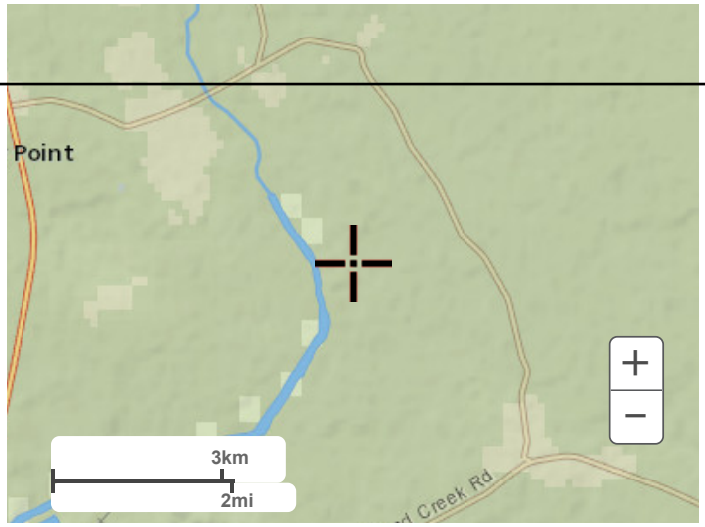


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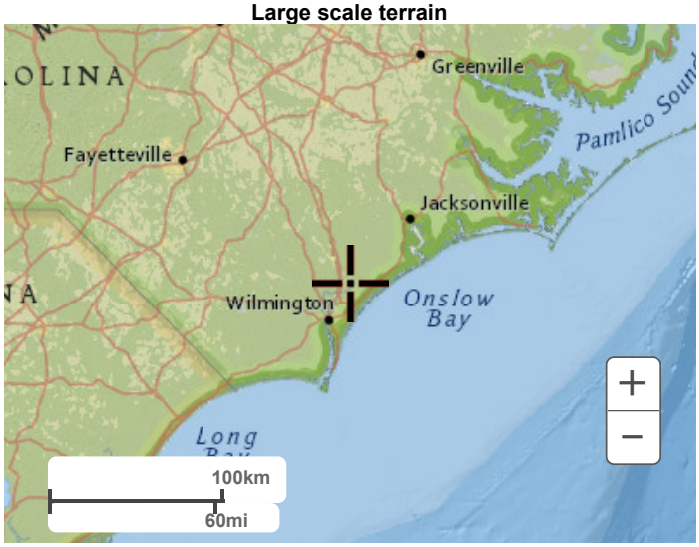
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Maps & aerials

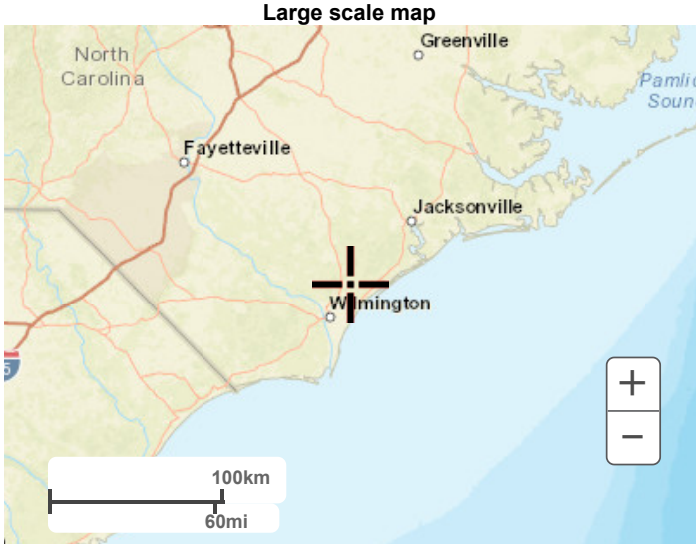
Small scale terrain



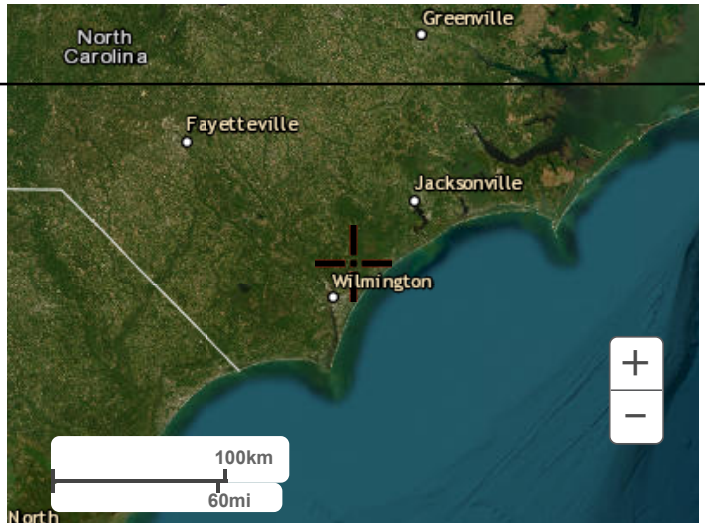
Large scale terrain



Large scale map



Large scale aerial



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National Oceanic and Atmospheric Administration
National Weather Service
National Water Center
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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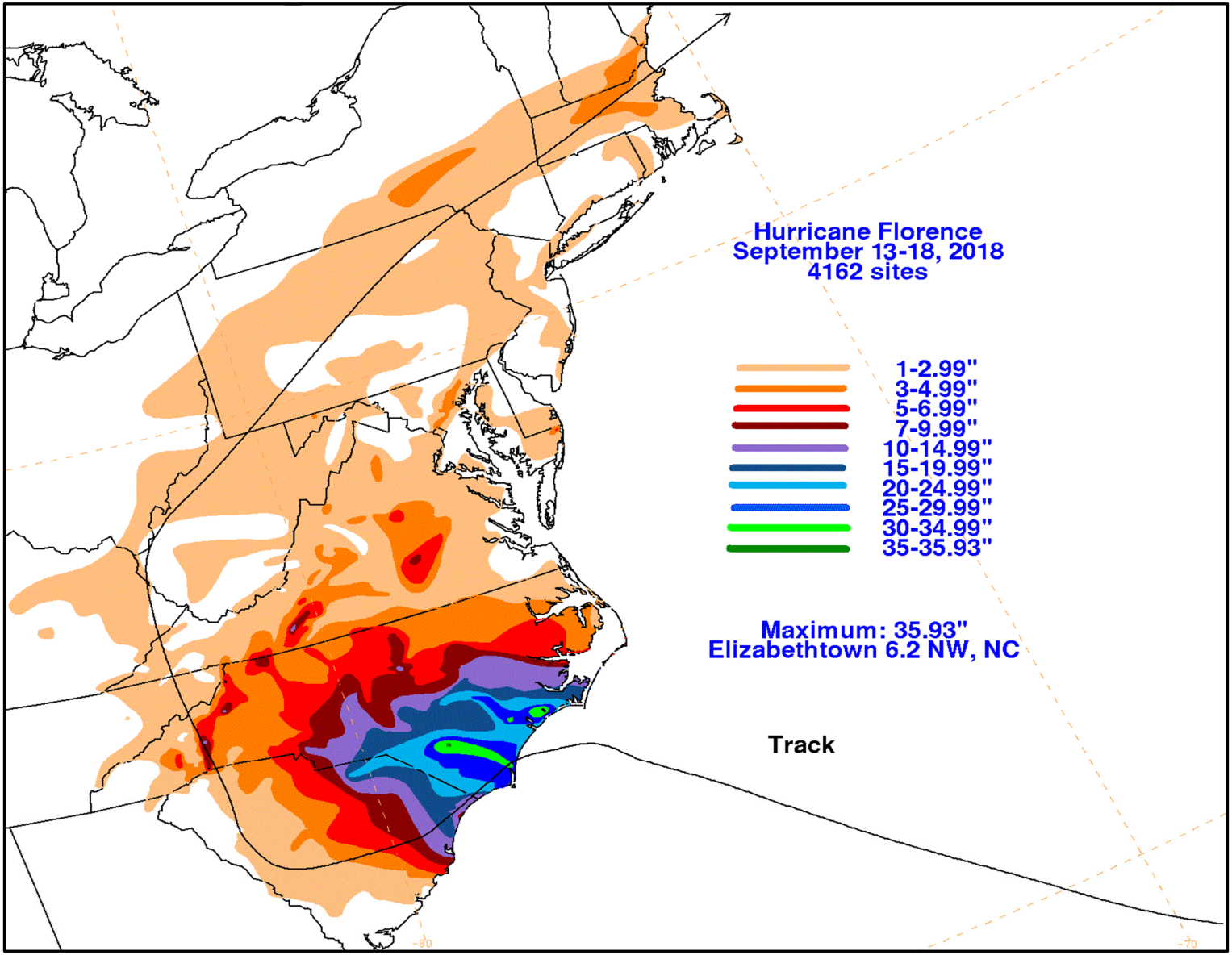
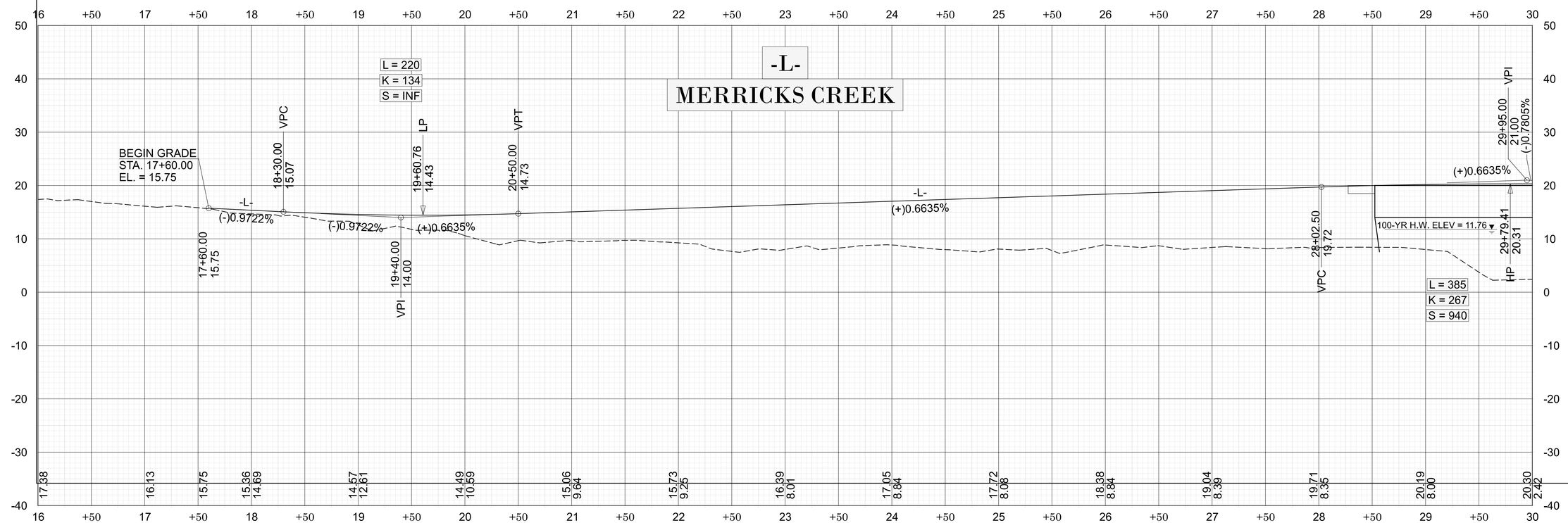


Figure 12. Hurricane Florence U.S. rainfall analysis (inches) during the period 13–18 September 2018, which includes extratropical phase. Graphic courtesy of the NOAA Weather Prediction Center.

APPENDIX 4: PLAN SHEETS





MERRICKS

FUNC | MC-1

ROADWAY DESIGN ENGINEER

HYDRAULIC DESIGN ENGINEER

INCOMPLETE PLANS
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DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STATE OF NORTH CAROLINA

ROADWAY DESIGN UNIT

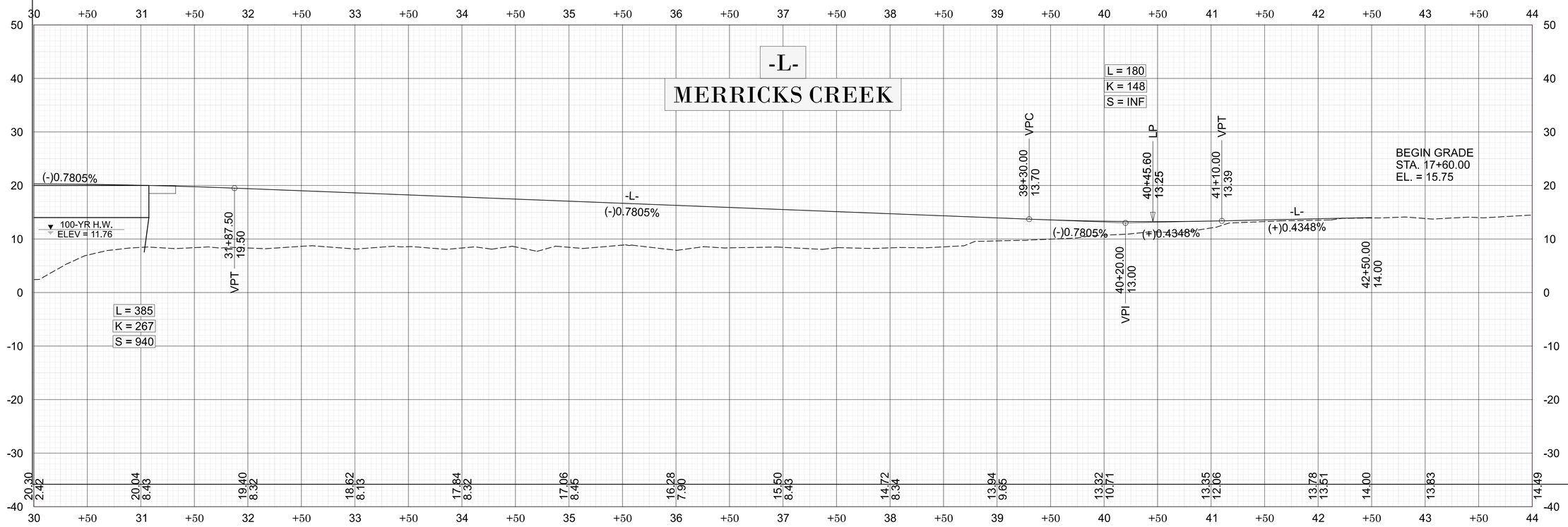
PREPARED BY

wsp

4021 STIRRUP CREEK DRIVE
DURHAM, NC 27703
NC ENG F-1253

25' 0' 25' 50'
SCALE IN FEET
1" = 50'





MERRICKS

FUNC | MC-2

ROADWAY DESIGN ENGINEER

HYDRAULIC DESIGN ENGINEER

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STATE OF NORTH CAROLINA

ROADWAY DESIGN UNIT

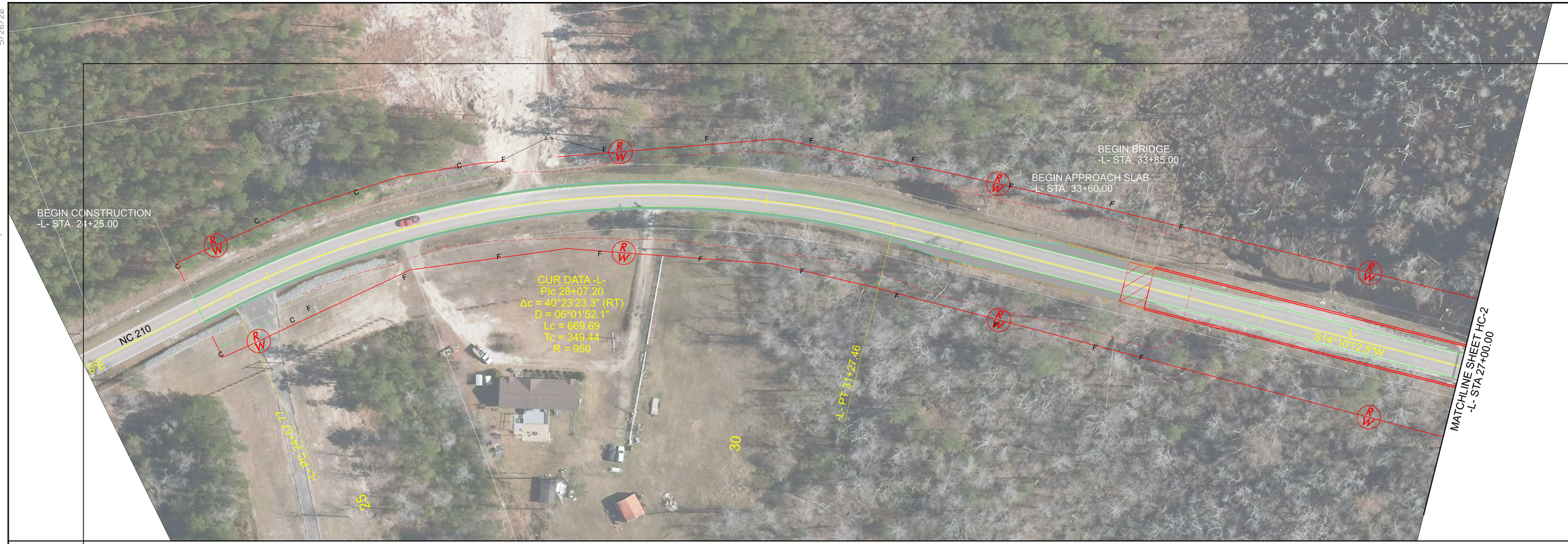
PREPARED BY

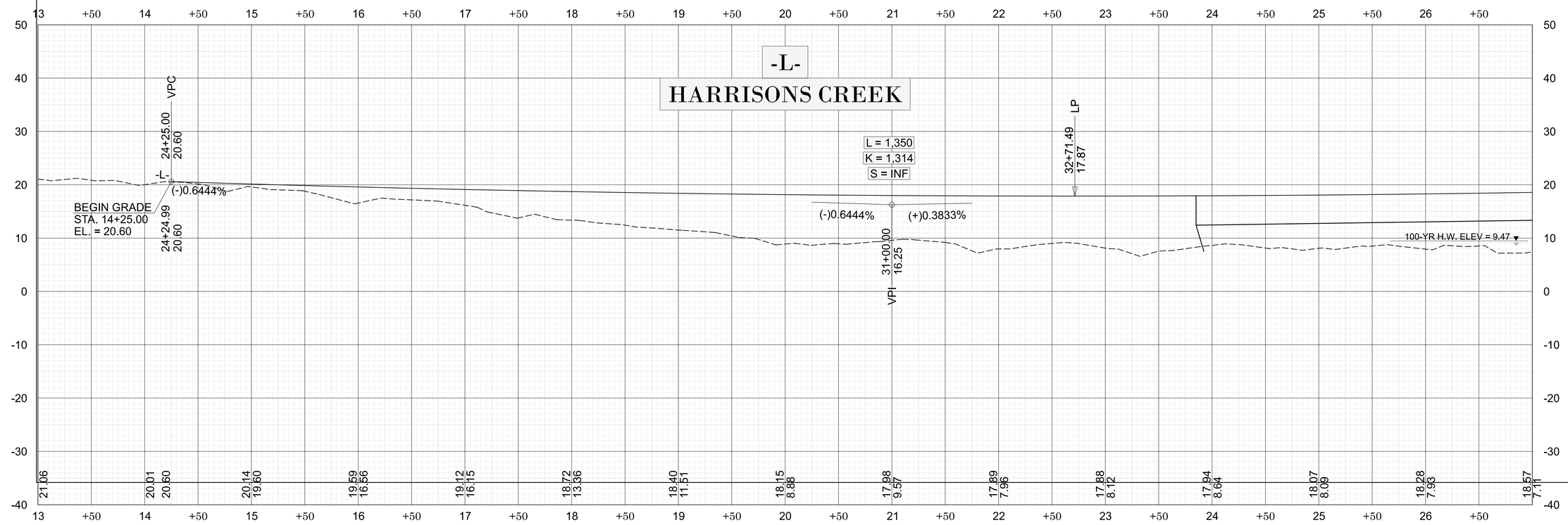
wsp

4021 STIRRUP CREEK DRIVE
DURHAM, NC 27703
NC ENG F-1253

25' 0' 25' 50'
SCALE IN FEET
1" = 50'

NAD 83/2011





HARRISONS
FUNC | HC-I

ROADWAY DESIGN ENGINEER

HYDRAULIC DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

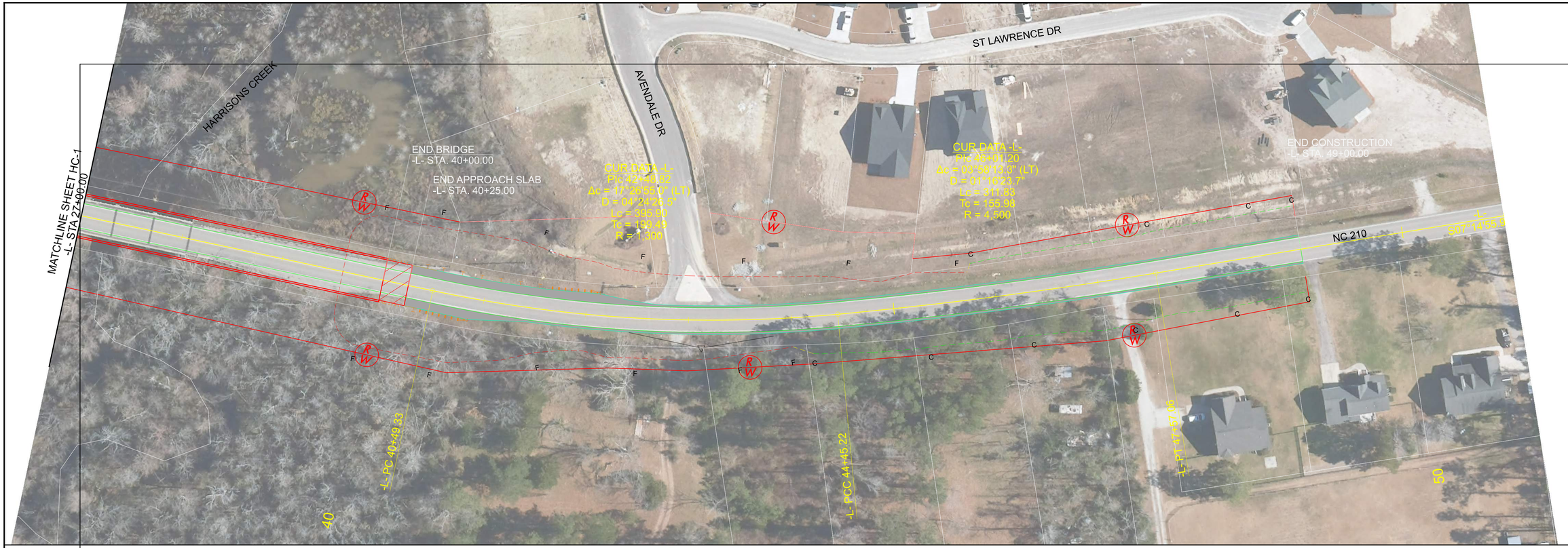
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

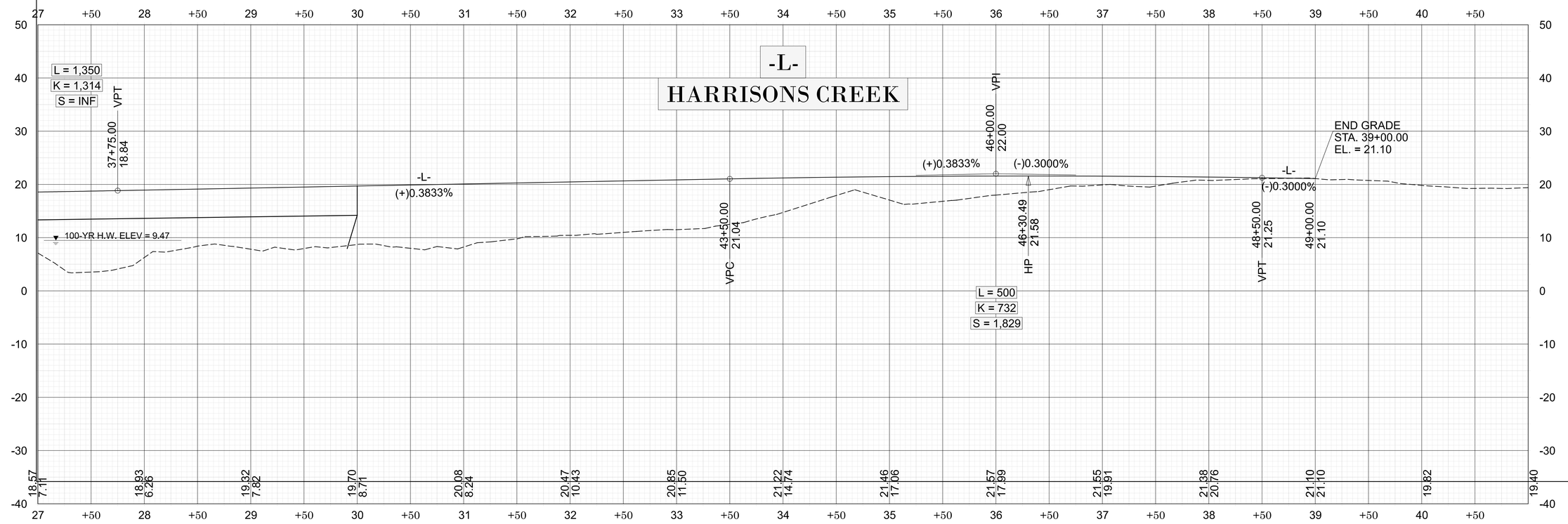
STATE OF NORTH CAROLINA

ROADWAY DESIGN UNIT

PREPARED BY
wsp
4021 STIRRUP CREEK DRIVE
DURHAM, NC 27703
NC ENG F-1253

25' 0' 25' 50'
SCALE IN FEET
1" = 50'





HARRISONS

FUNC | HC-2

ROADWAY DESIGN ENGINEER

HYDRAULIC DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STATE OF NORTH CAROLINA

ROADWAY DESIGN UNIT

PREPARED BY

wsp

4021 STIRRUP CREEK DRIVE
DURHAM, NC 27703
NC ENG F-1253

25' 0' 25' 50'
SCALE IN FEET
1" = 50'





OVERTOPPING

FUNC | OT-1

ROADWAY DESIGN ENGINEER

HYDRAULIC DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STATE OF NORTH CAROLINA

ROADWAY DESIGN UNIT

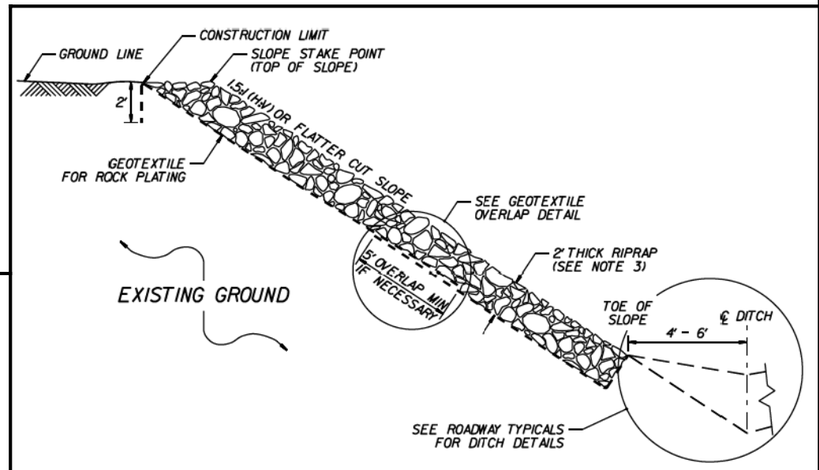
PREPARED BY

wsp

4021 STIRRUP CREEK DRIVE
DURHAM, NC 27703
NC ENG F-1253

25' 0' 25' 50'
SCALE IN FEET
1" = 50'





ROCK PLATING DETAIL - TYPICAL SECTION



OVERTOPPING
FUNC | OT-1

ROADWAY DESIGN ENGINEER

HYDRAULIC DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

STATE OF NORTH CAROLINA

ROADWAY DESIGN UNIT

PREPARED BY

wsp
5021 STIRRUP CREEK DRIVE
DURHAM, NC 27703
NC ENG F-1253

25' 0' 25' 50'
SCALE IN FEET
1" = 50'

APPENDIX 5: COST ESTIMATES

TIP No. **Conceptual** County: **Pender**

Route NC 210 over Merricks Creek

From

Typical Section 2-lane undivided w/2' paved shoulders

CONSTR. COST
$4,563,260

Date

Prepared By: WSP USA 10/10/2023

Requested By:

Priced By:

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			Mobilization	1	LS	$ 200,000.00	$ 200,000.00
			Construction Surveying	1	LS	$ 50,000.00	$ 50,000.00
			Clearing and Grubbing	2.3	Acre	$ 35,000.00	$ 80,500.00
			Supplemental Clearing and Grubbing	1	Acre	$ 10,000.00	$ 10,000.00
1 Br = 1 RBAF			Reinforced Bridge Approach Fills	1	Each	$ 45,000.00	$ 45,000.00
			Earthwork				
			Unclassified Excavation	1,500	CY	$ 6.00	$ 9,000.00
			Borrow Excavation	52,500	CY	$ 7.00	$ 367,500.00
			Drainage				
			Drainage Existing Location - 2-lane undivided w/2' paved shoulders	0.47	Miles	$ 300,000.00	$ 141,600.00
			Pavement (Asphalt				
			Fine Grading	11,500	SY	$ 2.50	$ 28,750.00
			New Pavement	7,240	SY	$ 75.00	$ 543,000.00
			Subgrade Stabilization	7,730	SY	$ 11.00	$ 85,030.00
			Guardrail	550	LF	$ 27.00	$ 14,850.00
			Guardrail End Units - GREU Type TL-3	4	EA	$ 3,500.00	$ 14,000.00
			Guardrail Anchor Units - B-77	4	EA	$ 2,900.00	$ 11,600.00
			Removal of Existing Guardrail	550	LF	$ 2.50	$ 1,375.00
			Erosion Contro	6.0	Acres	$ 40,000.00	$ 240,000.00
			Signing				
			L Line	0.47	Miles	$ 35,000.00	$ 16,520.00
			Traffic Contro				
			L Line	0.47	Miles	$ 150,000.00	$ 70,800.00
			Thermo and Pavement Marking (2-lane undivided w/2' paved shoulders)	0.47	Miles	$ 35,000.00	$ 16,520.00
			STRUCTURES				
			Girder Type - Concrete				
			Off-Site Detour				
			Bridge - (255' x 40')	10,200.00	SF	$ 175.00	$ 1,785,000.00
			Removal of Existing Structure (110' x 28')	3,080	SF	$ 35.00	$ 107,800.00
			Bridge Approach Slabs (2 @ 40' x 25')	1,000	SF	$ 45.00	$ 45,000.00
			Utility Construction				
			Relocate Existing Water Line	500	LF	$ 100.00	$ 50,000.00
			Miscellaneous (10% Strs & Util)				$ 198,780.00
			Miscellaneous (40% Roadway)				$ 698,418.00

Lgth **0.472** **Miles**

Contract Cost …….....	$ 3,933,843.00
E. & C. 16% …….....	$ 629,415.20
Construction Cos …….....	**$ 4,563,260.20**

TIP No. | **Conceptual** | County: **Pender**

Route: NC 210 over Harrisons Creek

From:

Typical Section: 2-lane undivided w/2' paved shoulders

CONSTR. COST
$7,381,637

Prepared By: WSP USA | **Date** 10/10/2023

Requested By:

Priced By:

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			Mobilization	1	LS	$ 300,000.00	$ 300,000.00
			Construction Surveying	1	LS	$ 50,000.00	$ 50,000.00
			Clearing and Grubbing	2.0	Acre	$ 35,000.00	$ 70,000.00
			Supplemental Clearing and Grubbing	1	Acre	$ 10,000.00	$ 10,000.00
1 Br = 1 RBAF			Reinforced Bridge Approach Fills	1	Each	$ 45,000.00	$ 45,000.00
			Earthwork				
			Unclassified Excavation	2,000	CY	$ 6.00	$ 12,000.00
			Borrow Excavation	42,500	CY	$ 7.00	$ 297,500.00
			Drainage				
			Drainage Existing Location - 2-lane undivided w/2' paved shoulders	0.47	Miles	$ 300,000.00	$ 141,000.00
			Pavement (Asphalt				
			Fine Grading	11,670	SY	$ 2.50	$ 29,175.00
			New Pavement	6,060	SY	$ 75.00	$ 454,500.00
			Subgrade Stabilization	6,480	SY	$ 11.00	$ 71,280.00
			Guardrail	550	LF	$ 27.00	$ 14,850.00
			Guardrail End Units - GREU Type TL-3	4	EA	$ 3,500.00	$ 14,000.00
			Guardrail Anchor Units - B-77	4	EA	$ 2,900.00	$ 11,600.00
			Removal of Existing Guardrail	550	LF	$ 2.50	$ 1,375.00
			Erosion Contro	5.0	Acres	$ 40,000.00	$ 200,000.00
			Signing				
			L Line	0.47	Miles	$ 35,000.00	$ 16,450.00
			Traffic Contro				
			L Line	0.47	Miles	$ 150,000.00	$ 70,500.00
			Thermo and Pavement Marking (2-lane undivided w/2' paved shoulders)	0.47	Miles	$ 35,000.00	$ 16,450.00
			STRUCTURES				
			Girder Type - Concrete				
			Off-Site Detour				
			Bridge - (615' x 40')	24,600.00	SF	$ 175.00	$ 4,305,000.00
			Removal of Existing Structure (110' x 28')	3,080	SF	$ 35.00	$ 107,800.00
			Bridge Approach Slabs (2 @ 40' x 25')	1,000	SF	$ 45.00	$ 45,000.00
			Utility Construction				
			Relocate Existing Water Line	800	LF	$ 100.00	$ 80,000.00
			Miscellaneous (10% Structuress & Util)				$ 453,780.00
			Miscellaneous (40% Roadway)				$ 610,272.00

Lgth **0.467** **Miles**

Contract Cost …….....	$ 6,363,480.00
E. & C. 16% …….....	$ 1,018,156.80
Construction Cos …….....	**$ 7,381,636.80**

North Carolina Department of Transportation
Preliminary Estimate

TIP No. | **Conceptual** | County: **Pender**

Route: NC 210 Flood Resiliency Improvements

From: Rock plating at existing culvert crossings

Typical Section: 2-lane undivided w/2' paved shoulders

CONSTR. COST
$304,709

Prepared By: WSP USA — **Date** 11/1/2023

Requested By:

Priced By:

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			STRUCTURES				
			Class II Rip Rap Rock Plating (Location 1)	1,620.00	Tons	$ 80.00	$ 129,600.00
			Class II Rip Rap Rock Plating (Location 2)	1,365.00	Tons	$ 80.00	$ 109,200.00
			Miscellaneous (10% Structuress & Util)				$ 23,880.00
Lgth	**0.183**					**Contract Cost** ……..…..…	$ 262,680.00
						E. & C. 16% ……..…..…	$ 42,028.80
						Construction Cost ……..…..…	**$ 304,708.80**

Merricks Creek ROW Estimate

Owner ID	total area (GIS)	total value	cost per acre	ROW area (sf)	ROW area (ac)	cost
1	2.5	$174,845.00	$69,938.00	12914	0.30	$20,734.14
2	1	$25,000.00	$25,000.00	1368	0.03	$785.12
3	0.33	$33.00	$100.00	3084	0.07	$7.08
4	2.01	$198,056.00	$98,535.32	4495	0.10	$10,167.96
5	3.6	$162,476.00	$45,132.22	12578	0.29	$13,031.98
6	16.11	$44,201.00	$2,743.70	15623	0.36	$984.04
7	9.84	$46,520.00	$4,727.64	15505	0.36	$1,682.78
8	1832.2	$2,329,000.00	$1,271.15	80683	1.85	$2,354.46
					total	$49,747.57
					SAY	**$100,000.00**

Harrisons Creek ROW Estimate							
Owner ID	total area (GIS)	total value	cost per acre	ROW area (sf)	ROW area (ac)	cost	
9	1.45	$115,800.00	$79,862.07	6264	0.14	$11,484.30	
10	12.4	$457,666.00	$36,908.55	3458	0.08	$2,929.98	
11	7.3	$164,200.00	$22,493.15	30539	0.70	$15,769.47	
12	15.87	$328,843.00	$20,721.05	32805	0.75	$15,605.00	
13	2.55	$2,550.00	$1,000.00	13259	0.30	$304.38	
14	10.54	$297,237.00	$28,200.85	21994	0.50	$14,238.97	
15	0.25	$42,000.00	total take			$42,000.00	total take
16	0.25	$41,160.00	total take			$41,160.00	total take
17	1.18	$36,869.00	$31,244.92	2024	0.05	$1,451.78	
18	0.7	$31,829.00	$45,470.00	1848	0.04	$1,929.03	
19	0.37	$263,150.00	$711,216.22	1456	0.03	$23,772.52	
20	0.92	$34,139.00	$37,107.61	1905	0.04	$1,622.82	
21	0.92	$34,139.00	$37,107.61	2655	0.06	$2,261.72	
22	0.31	$208,949.00	$674,029.03	1070	0.02	$16,556.73	
23	0.31	$209,789.00	$676,738.71	1205	0.03	$18,720.62	
24	85.06	$412,400.00	$4,848.34	1613	0.04	$179.53	
25	0.32	$253,502.00	$792,193.75	1337	0.03	$24,315.04	
26	0.51	$233,481.00	$457,805.88	3627	0.08	$38,118.96	
27	0.29	$209,743.00	$723,251.72	1188	0.03	$19,725.05	
28	0.51	$207,027.00	$405,935.29	589	0.01	$5,488.89	
					total	$297,634.79	
					SAY	**$600,000.00**	

APPENDIX 6: SCOUR CALCULATIONS

SCOUR CALCULATION

LOCATION: HWY 210 over Merricks Creek

DETERMINE IF LIVE BED OR CLEAR WATER **SCOUR, V>Vc**	SEE NOTE	100-YEAR STORM	
AVERAGE DEPTH IN UPSTREAM MAIN CHANNEL (Y1), (FT)	1, 3	14.90	
D50 - BED MATERIAL, (FT)	2	0.000620	
$V_c=11.17\ (Y)^{1/6}\ (D_{50})^{1/3}$, HEC-18, EQ 6.1, PG 6.2, (FT/SEC)		1.50	
VELOCITY (FT/SEC)	1	1.51	
MODE OF TRANSPORT		LIVE BED	

NOTES:

1. TAKEN FROM HEC-RAS HYDRAULIC 2D MODEL. APPROX 300 ft upstream of bridge opening.

2. BASED ON D50 = 0.00062 FT (0.016 MM) FOR FINE SAND PER SECTION 14.1.6 OF GDOT DRAINAGE MANUAL

SCOUR CALCULATION

LOCATION: HWY 210 over Merricks Creek

CONTRACTION SCOUR **LIVE BED**	SEE NOTE	**100 YEAR STORM**	
Y1 - AVG. DEPTH IN UPSTREAM MAIN CHANNEL (FT)	1, 3	14.90	
W1 - TOP WIDTH OF UPSTREAM MAIN CHANNEL (FT)	5	55	
W2 - TOP WIDTH OF MAIN CHANNEL IN CONTRACTED SECTION, LESS PIERS (FT)	5	65	
Q1 - FLOW IN UPSTREAM CHANNEL (CFS)	1	1,324	
Q2 - FLOW IN CONTRACTED CHANNEL (CFS)	2	2,344	
Y0 = EXISTING DEPTH IN CONTRACTED SECTION BEFORE SCOUR	2	14.15	
S1 - SLOPE OF ENERGY GRADE LINE, UPSTREAM CHANNEL (FT/FT)	1	0.001700	
D50 - BED MATERIAL (FT)	3	0.000620	
ω - FALL VELOCITY (M/SEC). BASED ON D50, SEE FIGURE 6.8, PG 6.12 IN HEC-18		0.02	
ω - FALL VELOCITY (FT/SEC).		0.066	
V* - SHEAR VELOCITY, (FT/SEC). (g*Y1*S1)^0.5	4	0.90	
V*/ω		13.76	
k1 (FROM TABLE ON PAGE 6.10 IN HEC-18)		0.69	
(W1/W2)^k1		0.89	
(Q2/Q1)^6/7		1.63	
Y2 = Y1*(Q2/Q1)^6/7*(W1/W2)^k1 - (FT) HEC-18, EQ 6.2, PG 6.11		21.66	
Ys =Y2-Y0 = AVERAGE SCOUR DEPTH (FT)		7.5	

1. TAKEN FROM HEC-RAS HYDRAULIC 2D MODEL. APPROX 300 ft upstream of bridge opening

2. BASED ON D50 = 0.00062 FT (0.016 MM) FOR FINE SAND PER SECTION 14.1.6 OF GDOT DRAINAGE MANUAL

3. Main channel depth is incorporated into the terrain based on the effective model only at the structure opening. Based on the effective model XS 28061.9, the main channel invert is approximately 5-ft lower than the banks. Upstream terrain does not incorporate the main channel inverts due to the rain on grid approach. Rain on grid assumes channel has normal flow prior to precipitation. Average depth US of channel is assumed by adding 5-ft to depth raster.

4. g = ACCELERATION OF GRAVITY (FT/S^2)

5. Measured using terrain and aerial imagery

SCOUR CALCULATION

LOCATION: HWY 210 over Merricks Creek

PIER SCOUR - 100 Year	SEE NOTE	100-yr
Y1 - DEPTH OF FLOW UPSTREAM OF PIER (FT)		**14.15**
K1 - CORRECTION FACTOR FOR PIER NOSE SHAPE SEE FIGURE 7.3 & TABLE 7.1, PG 7.4, HEC-18	1	1.00
K2 - CORRECTION FACTOR FOR ANGLE OF ATTACK SEE TABLE 7.2, PAGE 7.4, HEC-18	1	1.00
K3 - CORRECTION FACTOR FOR BED CONDITION SEE TABLE 7.3, PAGE 7.5, HEC-18		1.10
K4 - CORRECTION FACTOR FOR ARMORING BY BED MATERIAL SIZE, SEE PAGE 6.6, HEC-18, 4TH ED.		1.00
a - PIER WIDTH, (FT)		4.00
V1 - MEAN VELOCITY, UPSTREAM OF PIER (FT/SEC)		**4.03**
Fr1 - FROUDE NUMBER = V1/(g*Y1)^0.5		0.1888
Ys/Y1 = 2*K1*K2*K3*K4*(a/Y1)^0.65*Fr1^0.43 HEC-18, EQ 6.1, PG 6.2, 4TH ED.		0.47
(Ys) - CALCULATED SCOUR DEPTH (FT)		6.69
CORRECTION FOR MULTIPLE COLUMNS SEE HEC-18, PAGE 7.23		1.00
TOTAL PIER SCOUR (FT)		6.69

NOTES:
1. Assuming round nose piers
2. Contraction section is used to determine depth and velocity
3. Velocity determined from velocity raster in the contracted section

SCOUR CALCULATION

LOCATION: HWY 210 over Harrisons Creek

DETERMINE IF LIVE BED OR CLEAR WATER **SCOUR, V>Vc**	SEE NOTE	100-YEAR STORM	
AVERAGE DEPTH IN UPSTREAM MAIN CHANNEL (Y1), (FT)	1, 3	**9.25**	
D50 - BED MATERIAL, (FT)	2	0.000620	
V_c=11.17 $(Y)^{1/6}$ $(D_{50})^{1/3}$, HEC-18, EQ 6.1, PG 6.2, (FT/SEC)		1.38	
VELOCITY (FT/SEC)	1	**2.52**	
MODE OF TRANSPORT		LIVE BED	

NOTES:

1. TAKEN FROM HEC-RAS HYDRAULIC 2D MODEL.

2. BASED ON D50 = 0.00062 FT (0.016 MM) FOR FINE SAND PER SECTION 14.1.6 OF GDOT DRAINAGE MANUAL

SCOUR CALCULATION

LOCATION: HWY 210 over Harrisons Creek

CONTRACTION SCOUR **LIVE BED**	SEE NOTE	**100 YEAR STORM**	
Y1 - AVG. DEPTH IN UPSTREAM MAIN CHANNEL (FT)	1, 3	**9.25**	
W1 - TOP WIDTH OF UPSTREAM MAIN CHANNEL (FT)	5	**25**	
W2 - TOP WIDTH OF MAIN CHANNEL IN CONTRACTED SECTION, LESS PIERS (FT)	5	**30**	
Q1 - FLOW IN UPSTREAM CHANNEL (CFS)	1	**699**	
Q2 - FLOW IN CONTRACTED CHANNEL (CFS)		**711**	
Y0 = EXISTING DEPTH IN CONTRACTED SECTION BEFORE SCOUR		**10.25**	
S1 - SLOPE OF ENERGY GRADE LINE, UPSTREAM CHANNEL (FT/FT)	1	0.001700	
D50 - BED MATERIAL (FT)	3	0.000620	
ω - FALL VELOCITY (M/SEC). BASED ON D50, SEE FIGURE 6.8, PG 6.11 IN HEC-18		0.02	
ω - FALL VELOCITY (FT/SEC).		0.066	
V* - SHEAR VELOCITY, (FT/SEC). (g*Y1*S1)^0.5	4	0.71	
V*/ω		10.84	
k1 (FROM TABLE ON PAGE 6.10 IN HEC-18)		0.69	
(W1/W2)^k1		0.88	
(Q2/Q1)^6/7		1.01	
Y2 = Y1*(Q2/Q1)^6/7*(W1/W2)^k1 - (FT) HEC-18, EQ 6.2, PG 6.11		8.28	
Ys =Y2-Y0 = AVERAGE SCOUR DEPTH (FT)		-2.0	

1. TAKEN FROM HEC-RAS HYDRAULIC 2D MODEL.

2. BASED ON D50 = 0.00062 FT (0.016 MM) FOR FINE SAND PER SECTION 14.1.6 OF GDOT DRAINAGE MANUAL

3. Main channel depth is incorporated into the terrain based on the effective model only at the structure opening. Based on the effective model XS 20727, the main channel invert is approximately 5-ft lower than the banks. Upstream terrain does not incorporate the main channel inverts due to the rain on grid approach. Rain on grid assumes channel has normal flow prior to precipitation. Average depth US of channel is assumed by adding 5-ft to depth raster.

4. g = ACCELERATION OF GRAVITY (FT/S^2)

5. Measured using terrain and aerial imagery

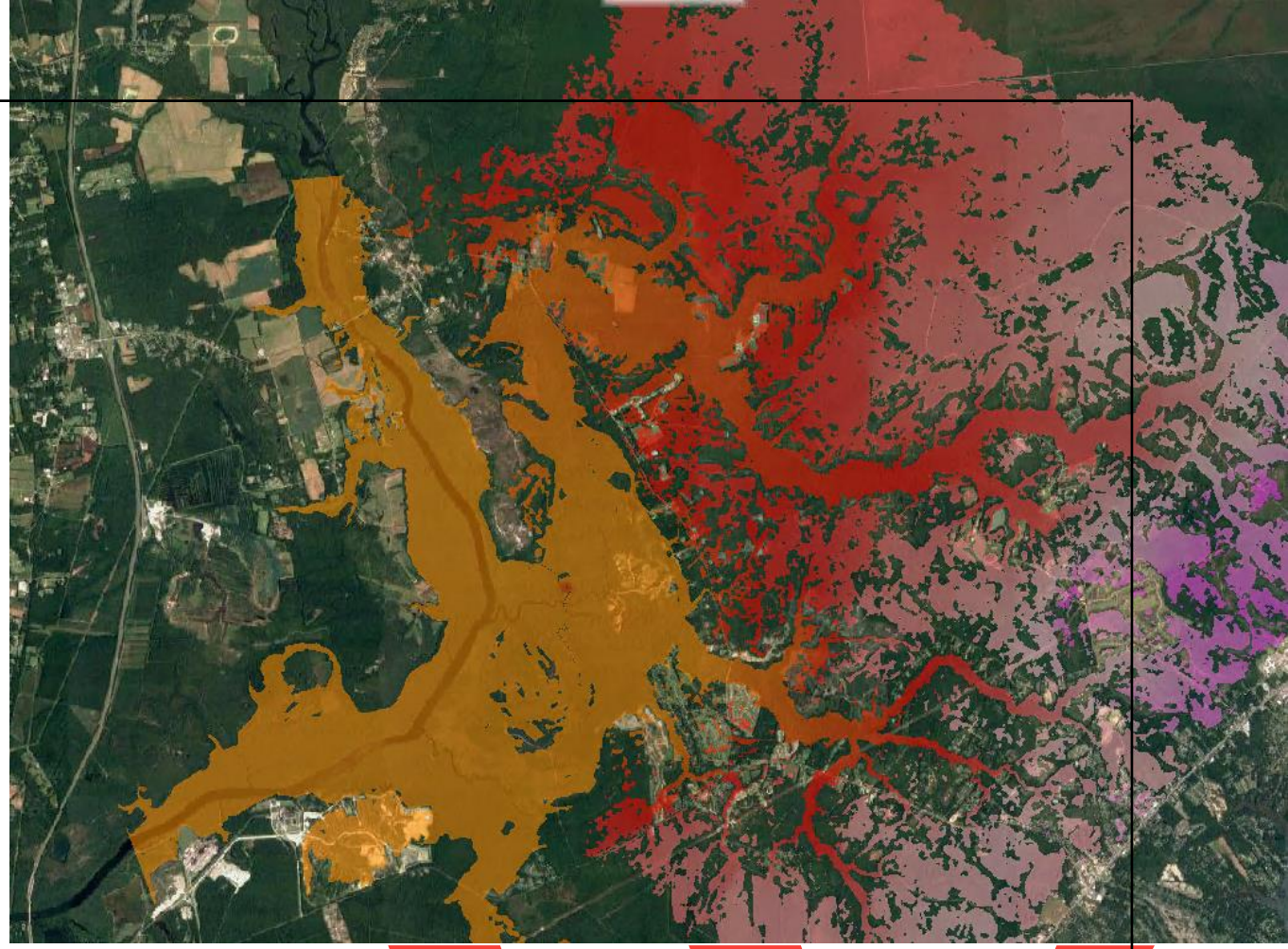
SCOUR CALCULATION

LOCATION: HWY 210 over Harrisons Creek

PIER SCOUR - 100 Year	SEE NOTE	100-yr
Y1 - DEPTH OF FLOW UPSTREAM OF PIER (FT)		**10.25**
K1 - CORRECTION FACTOR FOR PIER NOSE SHAPE SEE FIGURE 7.3 & TABLE 7.1, PG 7.4, HEC-18	1	1.00
K2 - CORRECTION FACTOR FOR ANGLE OF ATTACK SEE TABLE 7.2, PAGE 7.4, HEC-18	1	1.00
K3 - CORRECTION FACTOR FOR BED CONDITION SEE TABLE 7.3, PAGE 7.5, HEC-18		1.10
K4 - CORRECTION FACTOR FOR ARMORING BY BED MATERIAL SIZE, SEE PAGE 6.6, HEC-18, 4TH ED.		1.00
a - PIER WIDTH, (FT)		4.00
V1 - MEAN VELOCITY, UPSTREAM OF PIER (FT/SEC)		**1.64**
Fr1 - FROUDE NUMBER = V1/(g*Y1)^0.5		0.0903
Ys/Y1 = 2*K1*K2*K3*K4*(a/Y1)^0.65*Fr1^0.43 HEC-18, EQ 6.1, PG 6.2, 4TH ED.		0.42
(Ys) - CALCULATED SCOUR DEPTH (FT)		4.35
CORRECTION FOR MULTIPLE COLUMNS SEE HEC-18, PAGE 7.23		1.00
TOTAL PIER SCOUR (FT)		4.35

NOTES:
1. Assuming round nose piers
2. Contraction section is used to determine depth and velocity
3. Velocity determined from velocity raster in the contracted section

NC Highway 210 Resiliency Analysis



December 4, 2023

Purpose of the Project

- Identify **barriers to resiliency.**
- Develop alternatives to **improve roadway resiliency**.
- Develop **design plans and cost estimates** commiserate with NCDOT's Roadway Feasibility Studies.



Defining Resiliency

- Safety
- NCDOT Standards for Roadways, Bridges and Culverts
- Community Needs



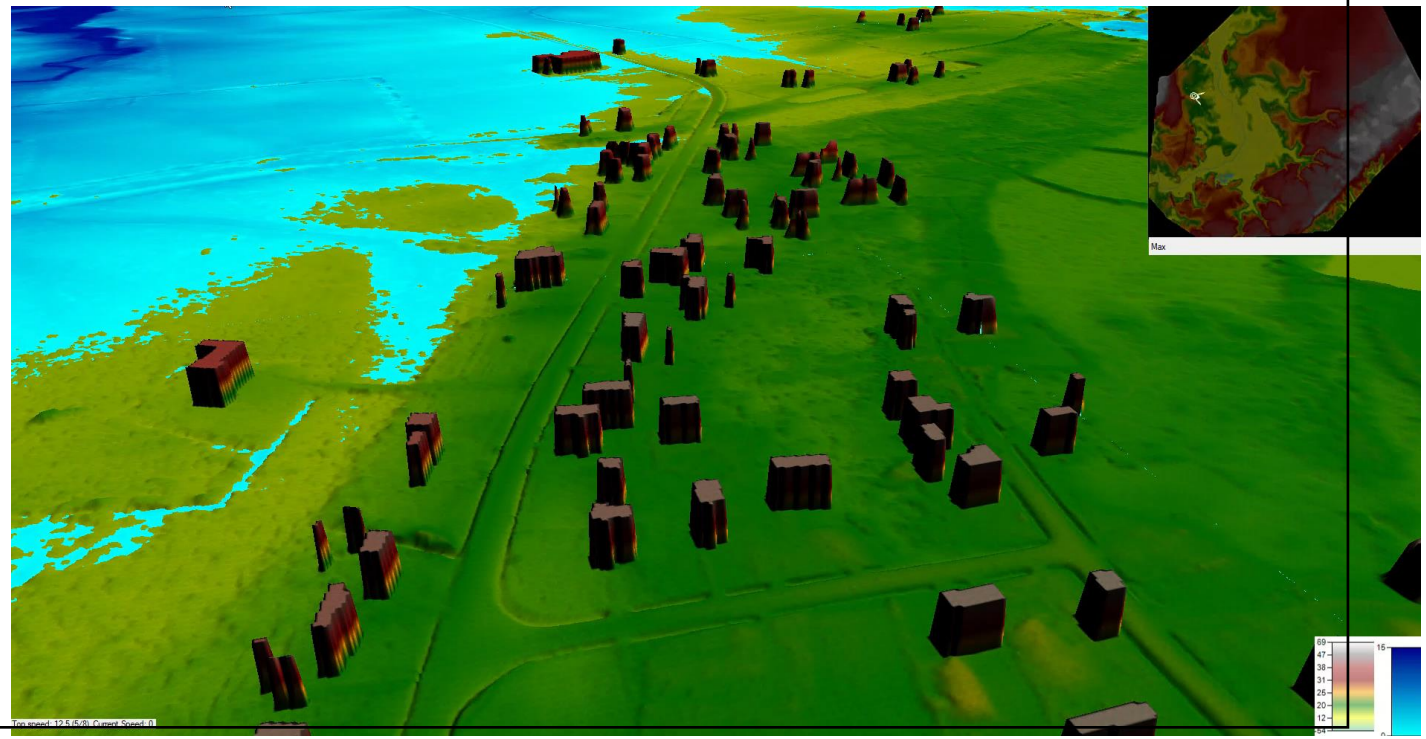
Defining Resiliency

Roadway Classification	FREQUENCY (years)			
	Bridges, Culverts and Cross Pipes	Storm Drain System		Ditches
		On Grade	At Sags (without relief)	
Major Arterials (e.g., Interstates, US, NC Routes)	50 *	10	50	10
Minor Arterials, Collectors, and Local Roads	25	10	25	10
Temporary / Detours	10	-	-	10

- Typically, corridor designed for 50-year event
- Resiliency event identified as **100-year event**
- Bottom of bridge 2' above high-water elevation

Where are the Problems Occurring?

- First Step: Understand location and magnitude of problems
- Develop detailed Hydraulic Model of the 210 Corridor
- 10-, 25-, 50-, 100-, and 500-year storms and simulated Hurricane Florence.
- Two Main Areas of Flooding
  - Merricks Creek
  - Harrisons Creek

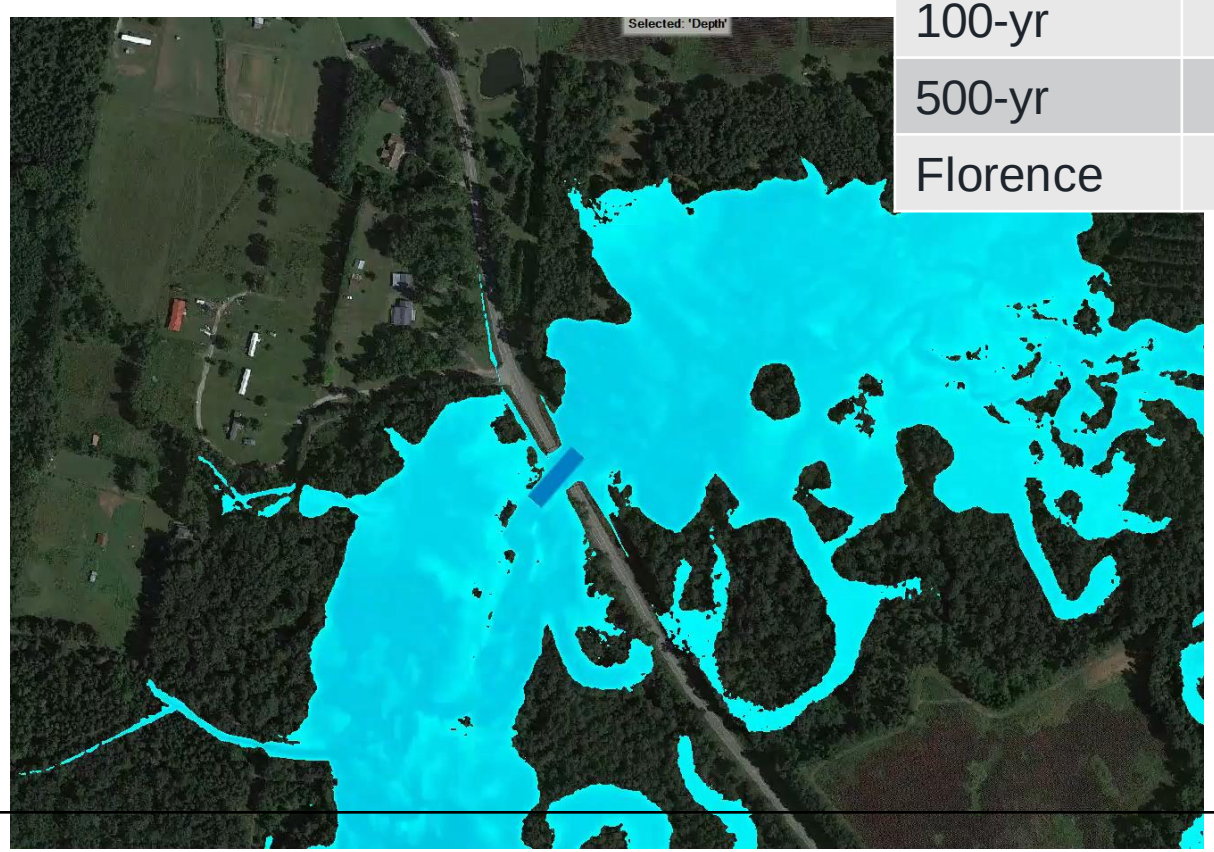


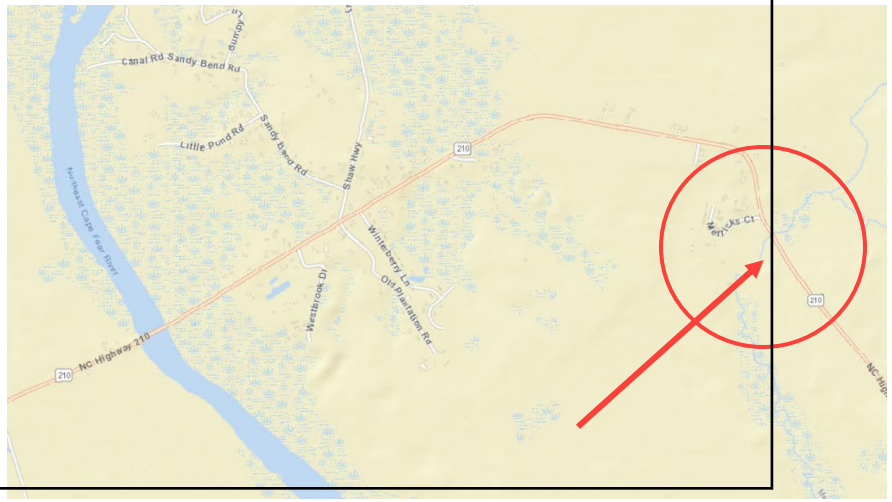
Northeast Cape Fear

Frequency	Road Overtopping	Max Overtopping Depth (ft)
10-yr	No	0.0
25-yr	No	0.0
50-yr	No	0.0
100-yr	No	0.0
500-yr	**Yes**	5.1
Hurricane Florence	**Yes**	7.9

Merricks Creek

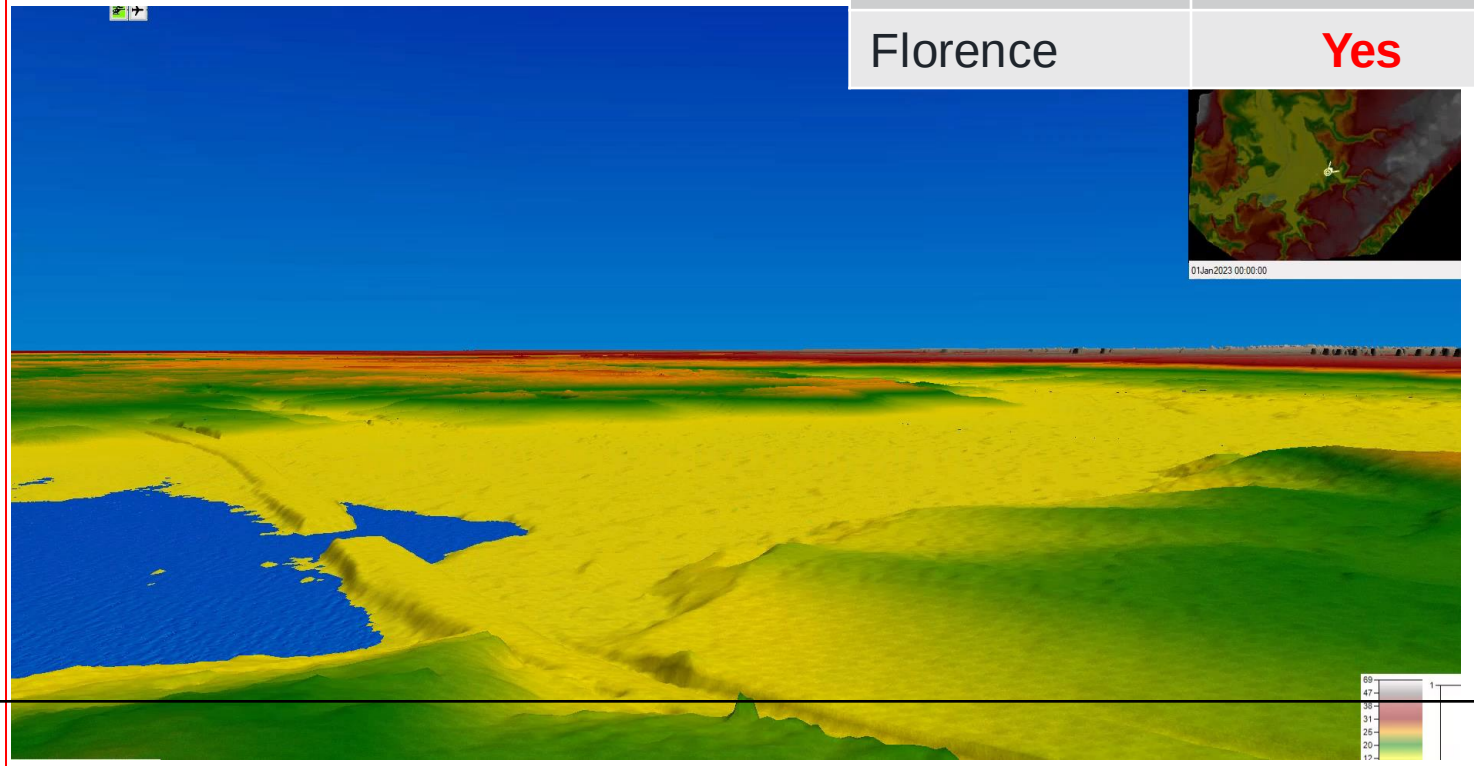
Frequency	Road Overtopping	Max Overtopping Depth (ft)	Duration
10-yr	No	0.0	NA
25-yr	**Yes**	3.2	~14 hours
50-yr	**Yes**	3.9	~19 hours
100-yr	**Yes**	4.8	~24 hours
500-yr	**Yes**	6.9	~2 days
Florence	**Yes**	8.9	>3 days

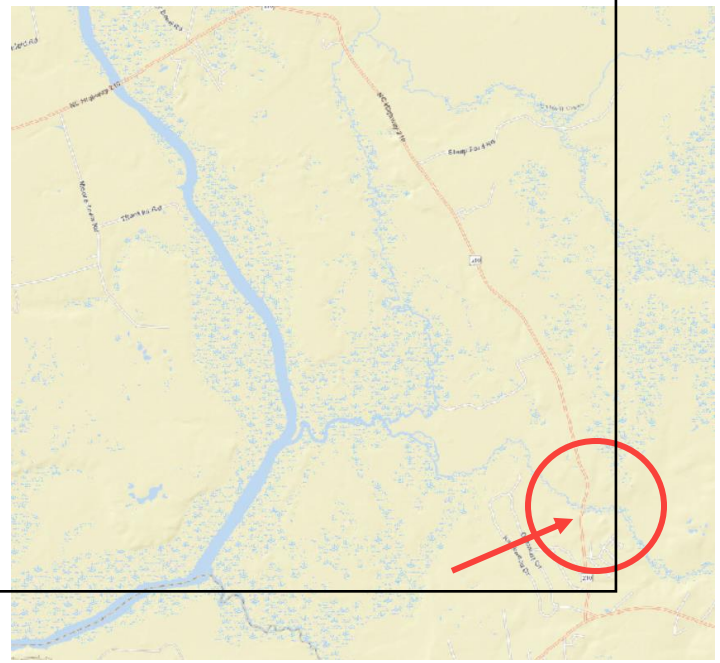




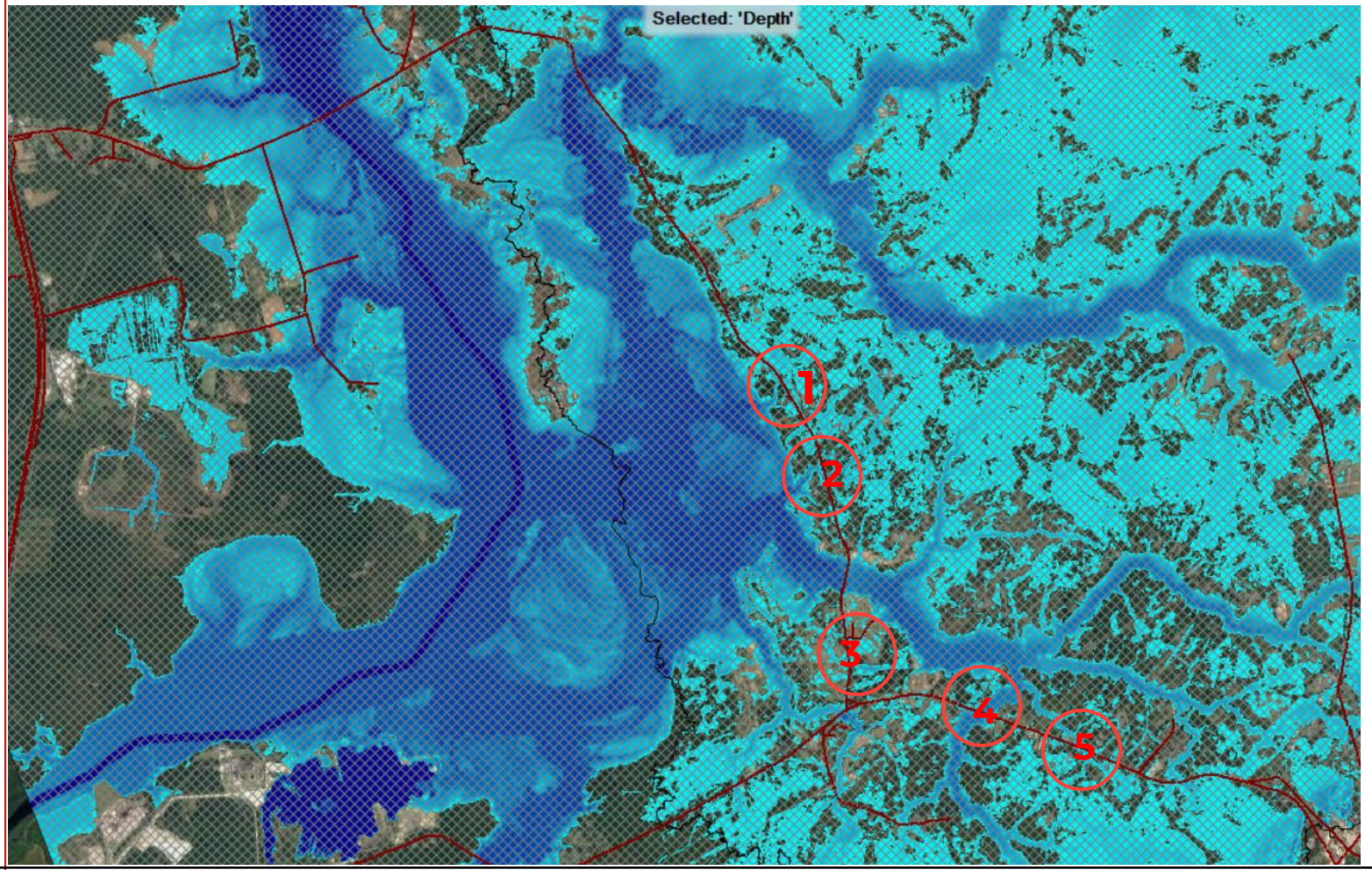
Harrisons Creek

Frequency	Road Overtopping	Max Overtopping Depth (ft)	Duration
10-yr	No	0.0	NA
25-yr	No	0.0	NA
50-yr	**Yes**	1.0	~9 hours
100-yr	**Yes**	1.5	~15 hours
500-yr	**Yes**	2.9	~26 hours
Florence	**Yes**	5.1	>3 days





Additional Locations of Flooding

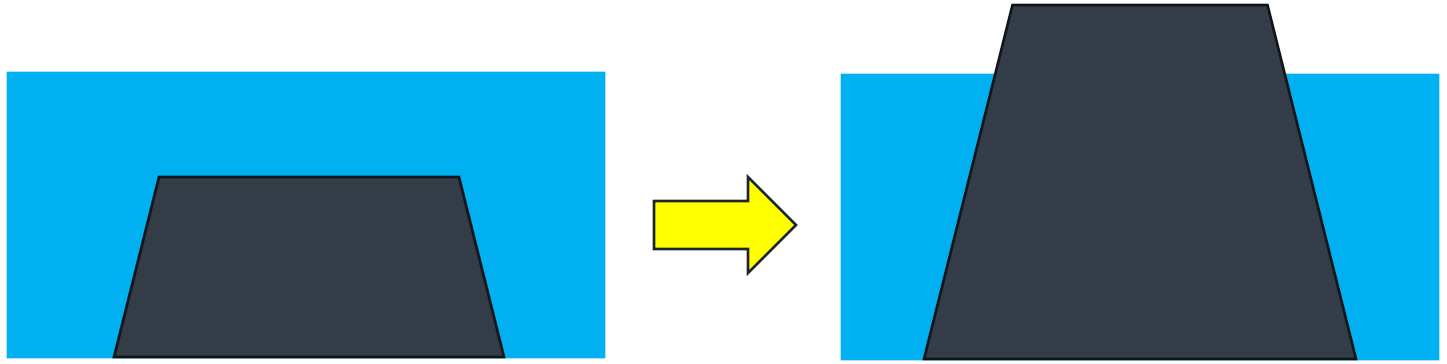


Location	Overtopping Recurrence Interval	Max Depth (ft)
1	100-yr	1.5
	500-yr	1.7
	Florence	**2.1**
2	100-yr	1.3
	500-yr	1.0
	Florence	**1.2**
3	**Florence**	**0.5**
4	500-yr	1.0
	Florence	**2.0**
5	500-yr	1.1
	Florence	**1.3**

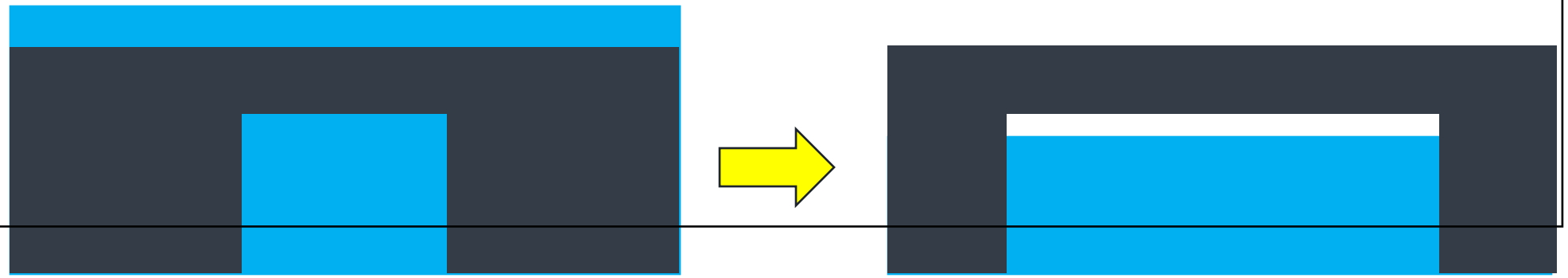
Options for Mitigating Flood Impacts

Bridge Locations

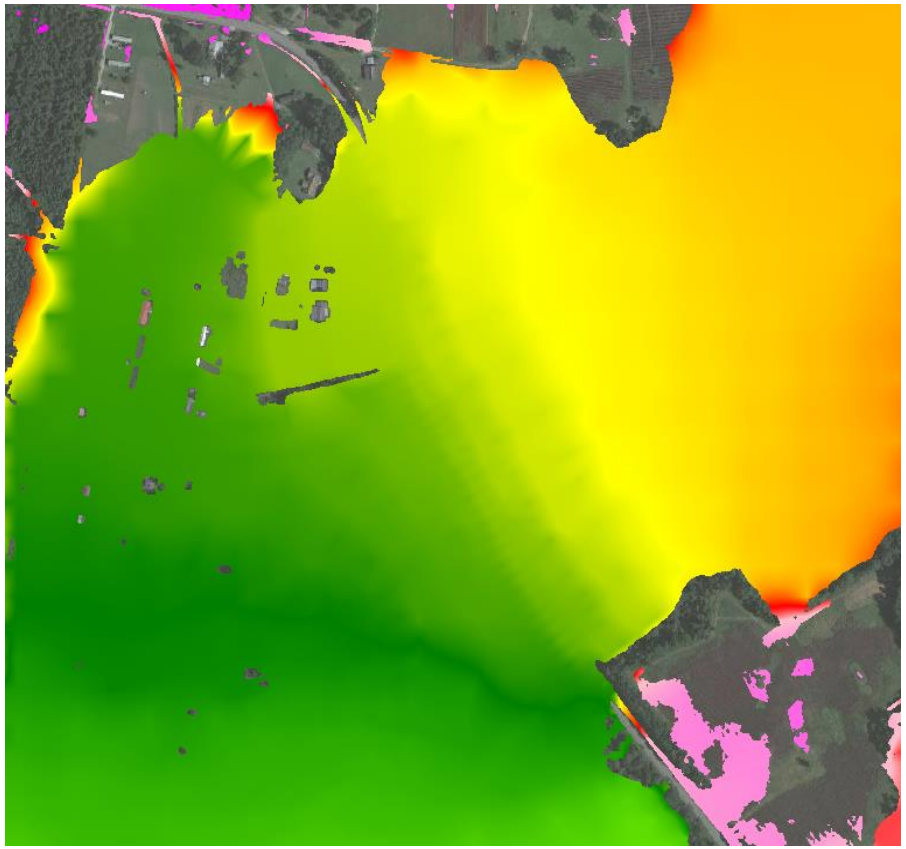
Raise Roadway Profile



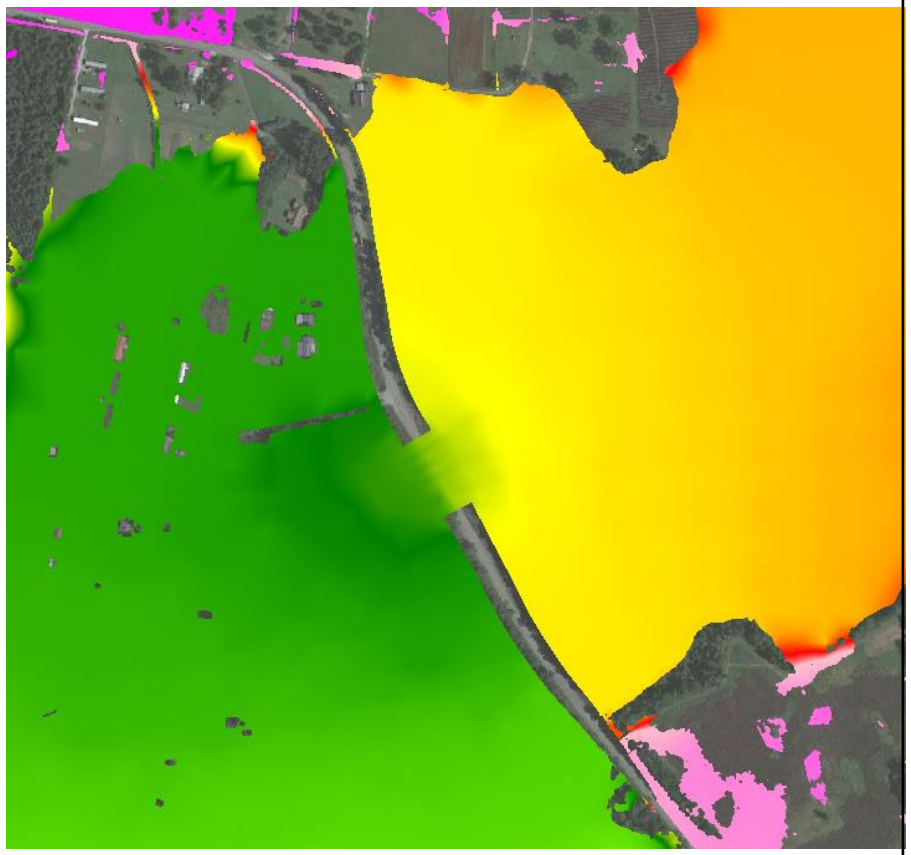
Wider Bridge Opening



Merricks Creek – Proposed Alternative



Existing Condition 100-year Floodplain



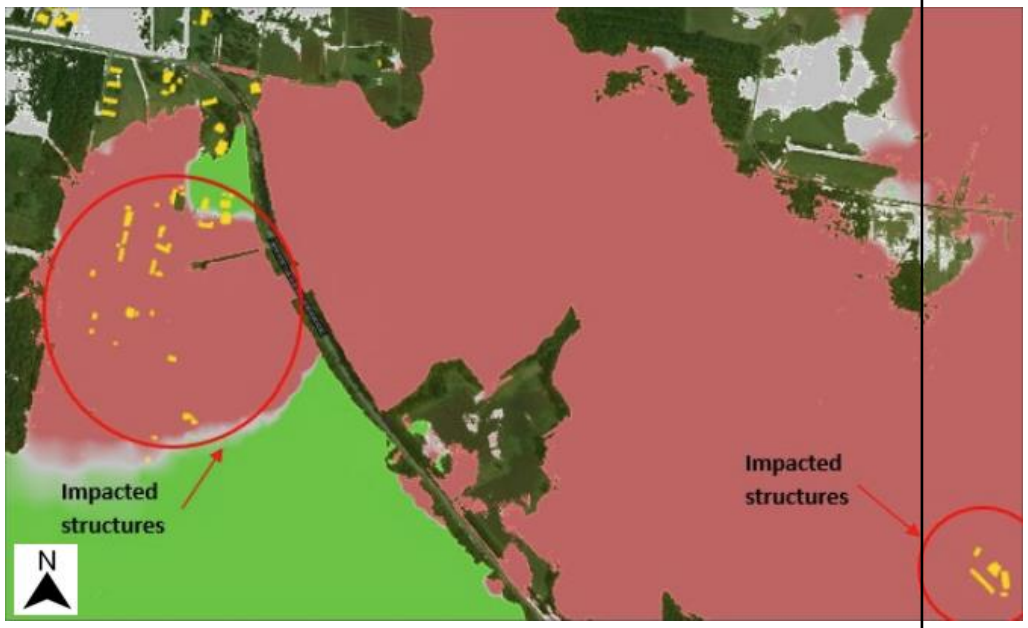
Proposed Condition 100-year Floodplain

Merricks Creek- Structures Impacted

Narrowest Bridge Opening



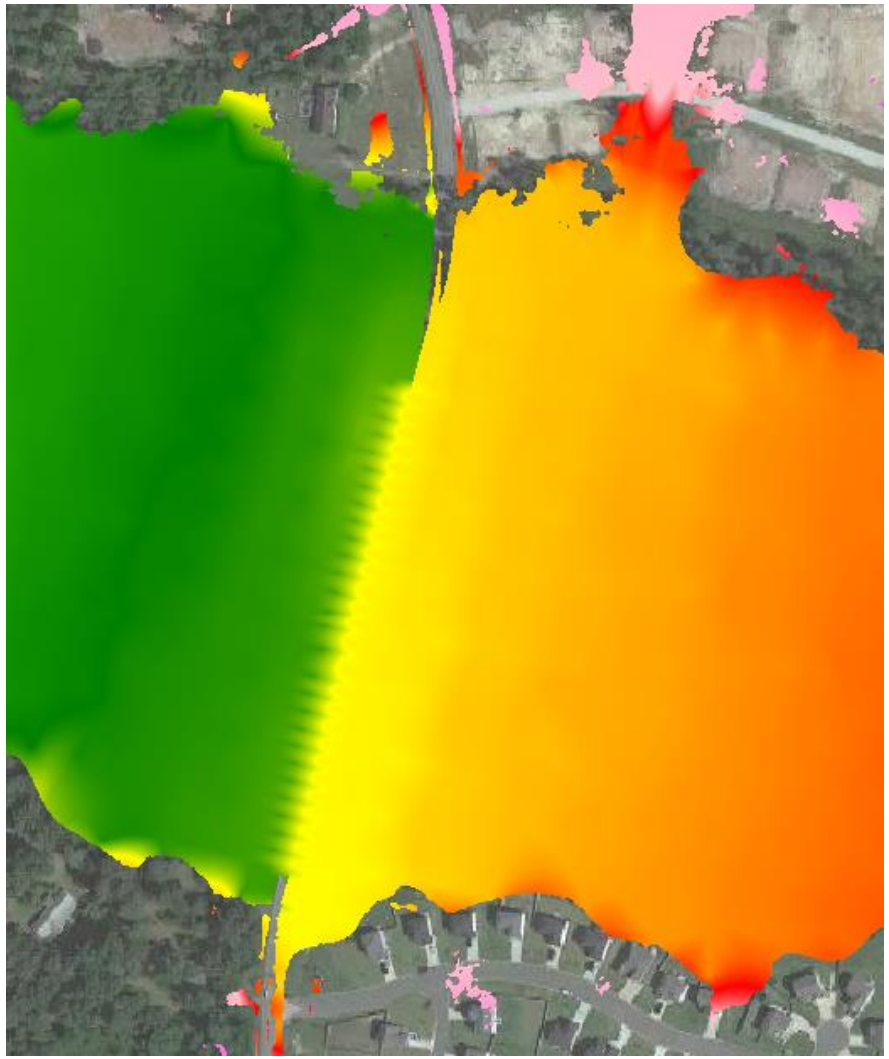
Widest Bridge Opening



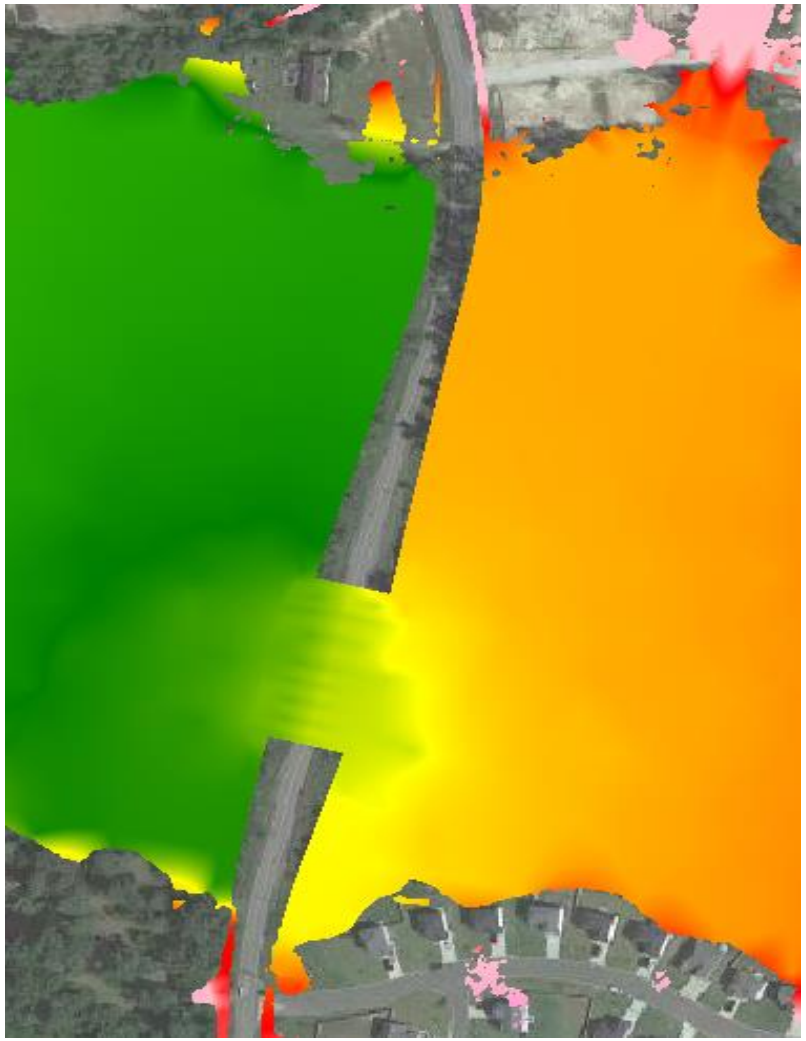
Green=Decrease in Maximum Water Surface Elevation

Red = Increase in Maximum Water Surface Elevation

Harrisons Creek – Proposed Alternative



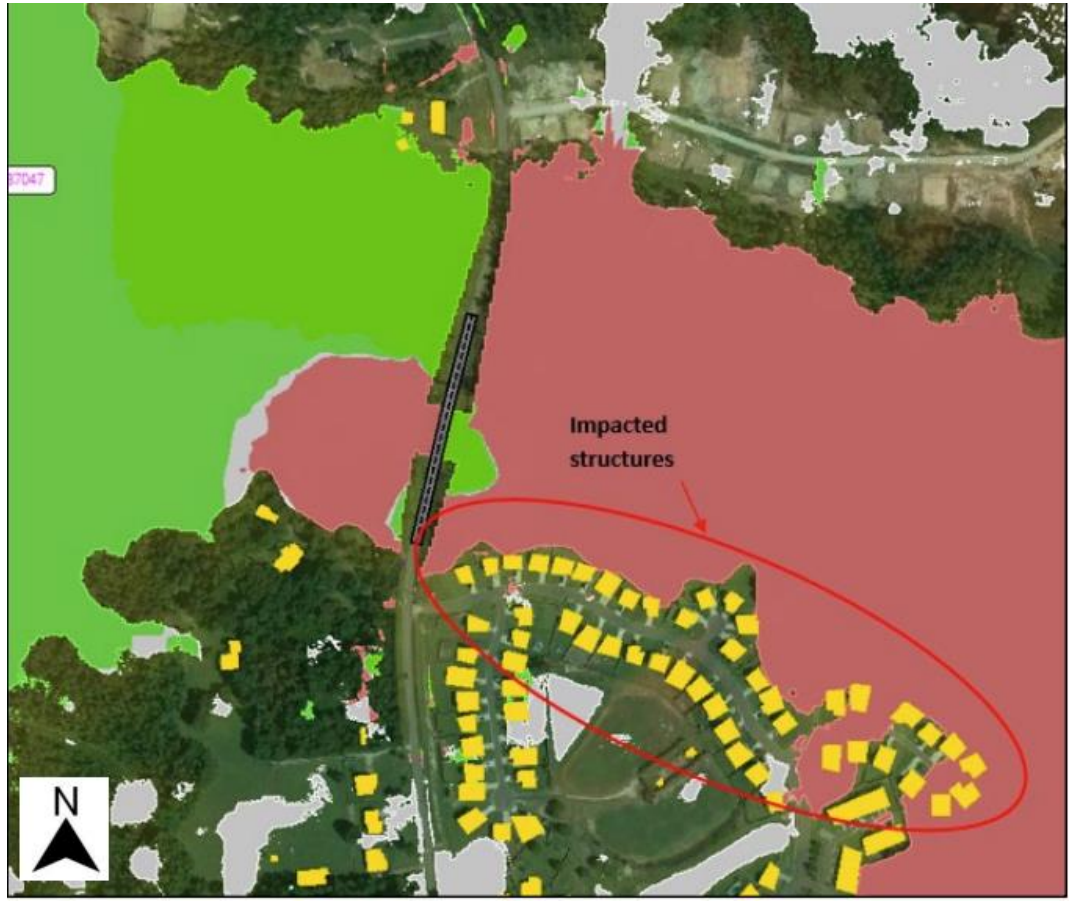
Existing Condition 100-year Floodplain



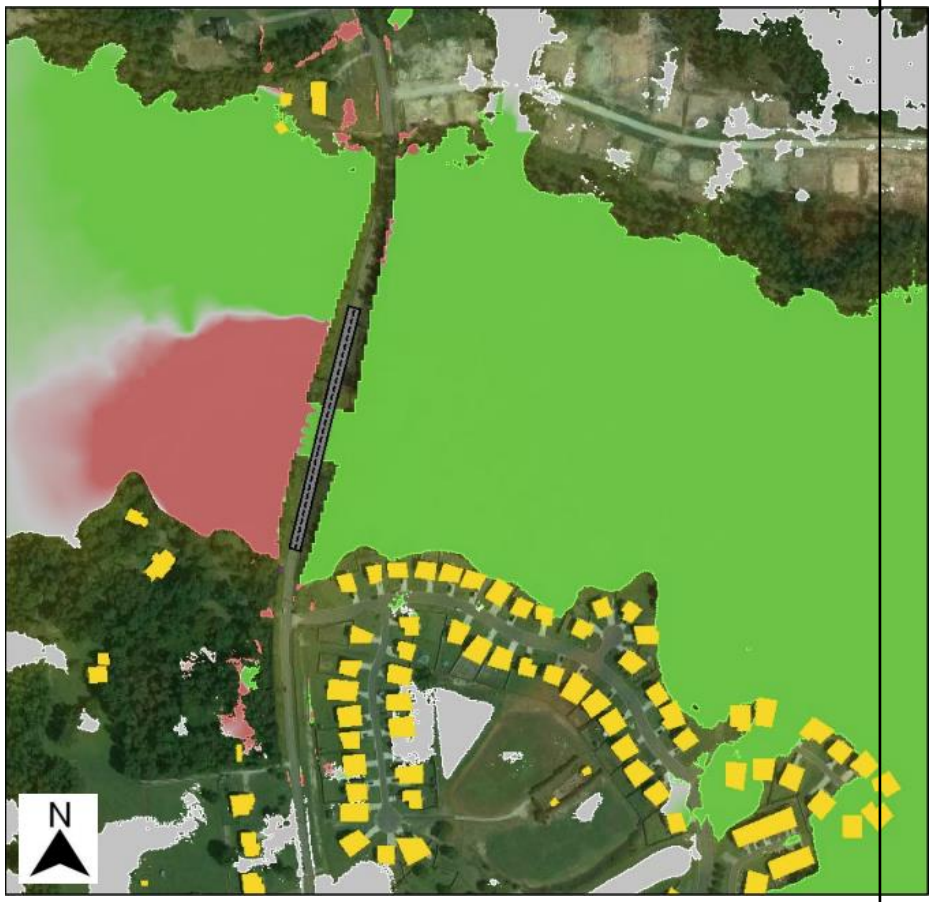
Proposed Condition 100-year Floodplain

Harrisons Creek – Structures Impacted

Narrowest Bridge Opening



Widest Bridge Opening



Green=Decrease in Maximum Water Surface Elevation

Red = Increase in Maximum Water Surface Elevation

Bridge Recommendations

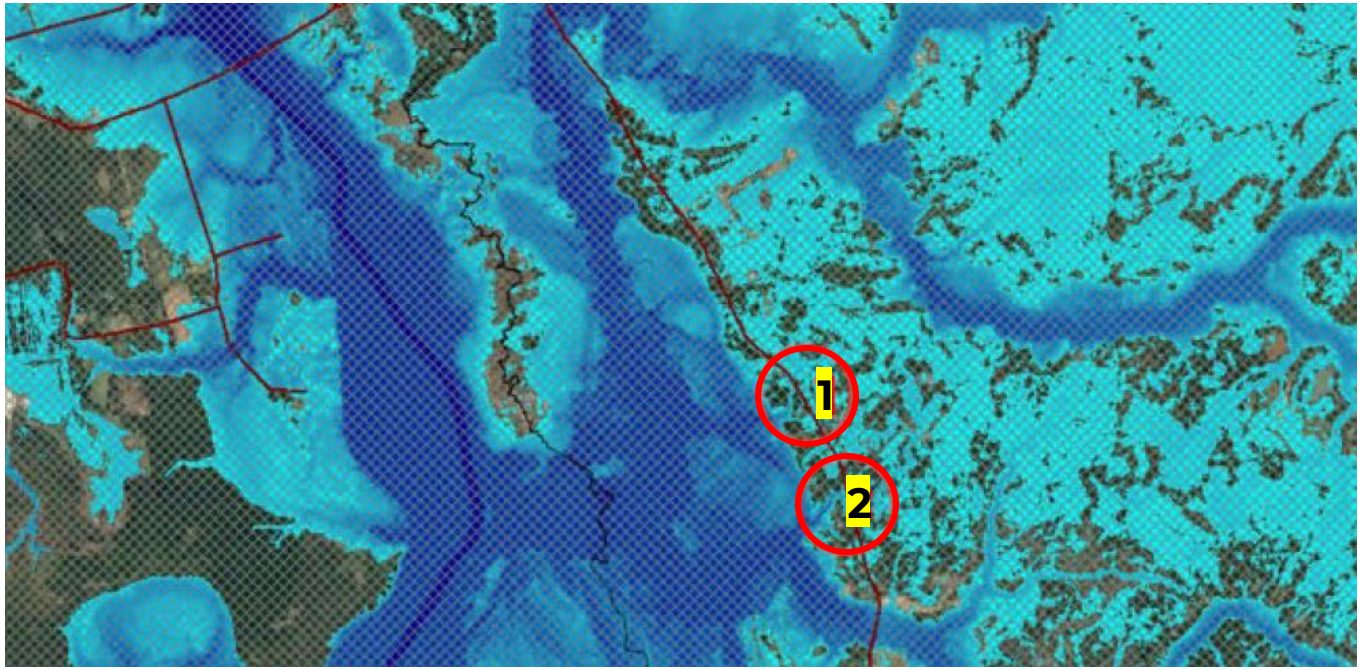
Merricks Creek

- Raise Roadway profile 11.1’
- Bridge Length – 255’
- Bridge Clearance over high water – 2.24’

Harrisons Creek

- Raise Roadway profile 10.3’
- Bridge Length – 615’
- Bridge Clearance over high water – 2.93’

Culvert Recommendations



Culvert Location 1

- Existing condition
  - 1.5’ of flooding in 100-year storm
  - 5 hours of inundation
  - 24" culvert and one 30" culvert

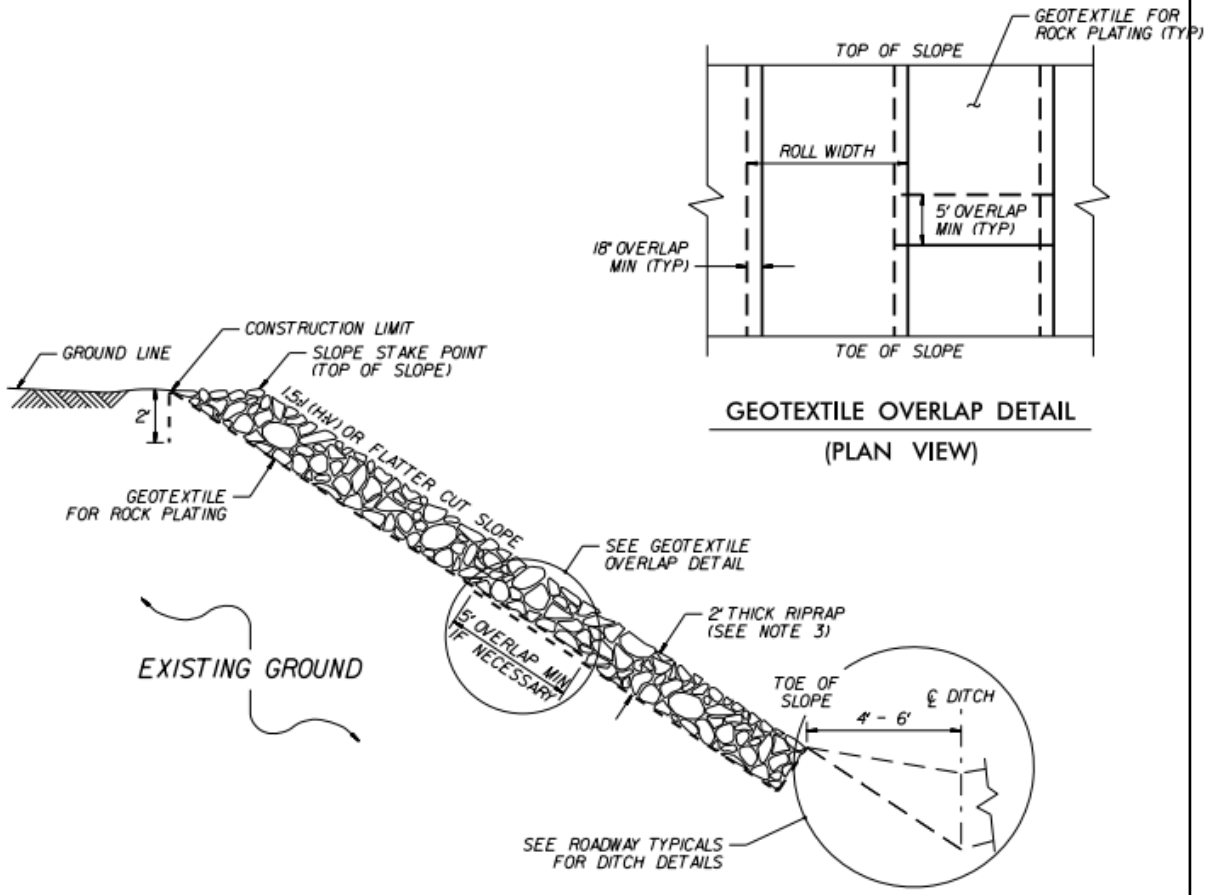
Culvert Location 2

- Existing condition
  - 1.3’ of flooding in 100-year storm
  - 4 hours of inundation
  - CMP 8' culvert

Culvert Recommendations

Roadway Hardening

- Rock Plating w/ 14” stone
- Mitigation against culvert washout



Cost Estimates

Location	Construction Cost	ROW Cost	Total Cost
Merricks Creek	$ 4,563,260	$ 100,000	$ 4,663,260
Harrisons Creek	$ 7,381,637	$ 600,000	$ 7,981,637
Culvert – Roadway Hardening	$ 304,709	-	$ 304,709
Total	$ 12,249,606	$ 700,000	$ 12,949,606

Thank you



wsp.com

Pender County
Reappointments to the Board of Adjustment

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	December 4, 2023
SUBJECT:	Reappointments to the Board of Adjustment

SUMMARY:
Andrew Olsen has applied to be reappointed for the alternate position on the Board of Adjustment. Mr. Olsen has served on the board for two terms and is eligible for reappointment. He has a satisfactory attendance record and has indicated a willingness to continue serving this role. His current term ends on January 31st, 2024. Should the Board vote to reappointment Mr. Olsen his new term would begin on February 1, 2024, and expire on January 31, 2027. Unless otherwise voted on by the Board, this will be Mr. Olsen's final term on the Board of Adjustment.

Kyle Breuer has applied to be reappointed for the district 2 position on the Board of Adjustment. Mr. Breuer has served on the board for one term and is eligible for reappointment. He has a satisfactory attendance record and has indicated a willingness to continue serving this role. His current term ends on January 31st, 2024. Should the Board vote to reappointment Mr. Breuer his new term would begin on February 1, 2024, and expire on January 31, 2027.

ACTION REQUESTED:
Consideration to reappoint Board of Adjustment applications.

ATTACHMENTS:
Andrew Olsen's Application
Kyle Breuer's Application





PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION							
Last Name Olsen			First Andrew		M.I. W	Date 11/14/2023	
Physical Address 818 soundview drive					Apartment/Unit #		
City Hampstead			State NC		ZIP 28443		
Mailing Address (if different from above)							
City			State		ZIP		
Home Phone 910 508-0418			Work Phone		E-mail Address 1 Andrewolsen47@g		
Fax Number					E-mail Address 2 Mail.com		
Board Interest(s) Board of adjustment							
How long have you been a resident of Pender County? Since 2015							

EDUCATION							
High School Wilson					Location Tacoma WA		
From		To		Did you graduate?	YES ✔	NO	
College	Pomona				Location Claremont CA		
From		To		Did you graduate?	YES ✔	NO	Degree
Other	Georgetown Law				Location Washington DC		
From		To		Did you graduate?	YES ✔	NO	Degree

EMPLOYMENT HISTORY		
Current Employment	Retired	Job Title
Responsibilities		
Previous Employment		Job Title
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Board of Adjustment to present

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ✔	NO	If yes, explain (including length of service).

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☑	NO ☐	If yes, explain (including length of service). Bd of Adj for approximately 5-6 years

State reasons why you feel qualified for this appointment(s):
40+ years experience with land use and zoning

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?		
YES ☐	NO ☑	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?		
YES ☑	NO ☐	If yes, list family member name(s) and position/board or committee(s). Only me on Bd of Adj

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Andrew Wm Olsen	11/15/2023

Submit Form by Email

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION			
Last Name: Breuer	First: Kyle	M.I.: M	Date: 11/15/2023
Physical Address: 205 Ravenswood Road		Apartment/Unit #:	
City: Hampstead	State: NC	ZIP: 28443	
Mailing Address (if different from above):			
City:	State:	ZIP:	
Home Phone: (252)916-8060	Work Phone:	E-mail Address 1: kylebreuer@gmail.com	
Fax Number:		E-mail Address 2:	
Board Interest(s): Board of Adjustment			
How long have you been a resident of Pender County? 16 years			

EDUCATION							
High School: Havelock High School					Location: Havelock, NC		
From:		To:		Did you graduate?	YES ☑	NO ☐	
College: East Carolina University					Location:		
From:		To:		Did you graduate?	YES ■	NO ☐	Degree: BS Urban & Regional Planning - Minor Business
Other:					Location:		
From:		To:		Did you graduate?	YES ☐	NO ☐	Degree:

EMPLOYMENT HISTORY		
Current Employment	Town of Surf City	Job Title: Town Manager
Responsibilities	Oversee day to day operations of the Town	
Previous Employment	Pender County	Job Title: Planning & Community Development Director
Previous Employment		Job Title:
Previous Employment		Job Title:

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Current member of the Board of Adjustment; Prior President of Cape Fear Resource Conservation and Development; Past President National County Planning Division

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☑	☐	Pender County Board of Adjustment - 3 years

State reasons why you feel qualified for this appointment(s):

As a Certified Planner and extensive background administering local zoning ordinances, I feel like I have the knowledge, skills, and abilities to continue serving the Board of Commissioners and citizens of Pender County in this capacity.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
☐	☑	

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	☑	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Kyle M. Breuer	11/15/2023

Submit Form by Email

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	December 4, 2023
SUBJECT:	Approval to Write-Off Bad Debt for the Health Department for Calendar Year 2021: $10,958.06

SUMMARY:
According to Health Department policy, billing staff must review all patient accounts annually. If a patient has not visited the clinic in the past twelve months and has an outstanding balance, it shall be considered as a bad debt and uncollectable. We request that the Board of Commissioners approve the 2021 bad debt write off in the amount of $10,958.06.

NOTE: Any new activity by the patient will reactivate the file and additional attempts will be made to collect the debt.

2021 Clinic Bad Debt Write-Off: $7,309.30 (Not Collected.....less than .003%)
Revenues Collected $2,190,677.70.

2021 Dental Bad Debt Write-Off: $2,758.86 (Not Collected.....less than .009%)
Revenues Collected $294,449.69

2021 Mobile Dental Bad Debt Write-Off: $889.90 (Not Collected.....less than .006%)
Revenues Collected $134,730.07

ACTION REQUESTED:
The Health Department requests that the Board of Commissioners approve the Health Department Bad Debt Write-Off for calendar year 2021 in the amount of $10,958.06.

Pender County
REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	December 4, 2023
SUBJECT:	REZONE 2023-47 CZMA: Request to revise a Conditional Zoning Map Amendment for the Falls Mist Development

SUMMARY:
Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that involved three (3) tracts totaling approximately 301 acres from the RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230).

The applicant is requesting two modifications:
1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance;
2. Reduce the approved side yard setbacks for single-family homes from 10 feet to 5 feet.

This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated sewage treatment facility, and famers market are not to be modified as part of this revision.

The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

ACTION REQUESTED:
To hold a public hearing and consider the proposal.

ATTACHMENTS:
1. Staff Report
2. Application
3. Attachment 1: Staff Report from initial case (REZONE 2020-16)
4. Attachment 2: Applicant's Narrative
5. Attachment 3: Revised Master Development Plan
6. Attachment 4: Public Input Meeting Packet

STAFF REPORT FOR REZONE 2023-47-R CONDITITIONAL ZONING MAP AMENDMENT REVISION APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-47 CZMA Revision
Hearing Dates	May 2, 2023: Planning Board June 19, 2023: BOCC (Continued) August 21, 2023: BOCC (Continued) October 16, 2023: BOCC (Continued) December 4, 2023: BOCC
Applicant	Stroud Engineering, PA
Property Owner(s)	Rocky Point Properties, LLC & Farm & Garden, LLC
Parcel Identification Number(s)	3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, & 3234-53-1216-0000
Acreage	310.56
Township	Rocky Point
Current Zoning District(s)	PD-CD1, Planned Development Conditional Zoning District 1 & RP, Residential Performance
Requested Zoning District	PD-CD1, Planned Development Conditional Zoning District 1
Future Land Use Category	Medium Density Residential

CONDITIONAL ZONING MAP AMENDMENT PROPOSAL
Stroud Engineering, applicant, on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC, owners, is requesting the approval of a revision to a previously approved Conditional Zoning Map Amendment that involved three (3) tracts totaling approximately 301 acres from the RP, Residential Performance and RA, Rural Agricultural zoning districts to the PD-CD1, Planned Development Conditional Zoning District 1. This Conditional Zoning Map Amendment was approved by the Board of County Commissioners at their January 18th, 2022, meeting. This approval allowed for 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The applicant is requesting two modifications: 1. To remove the approved connection to Fall Brook Lane and establish another access to US HWY 117 through PIN 3234-53-1216-0000, which is currently zoned RP, Residential Performance;

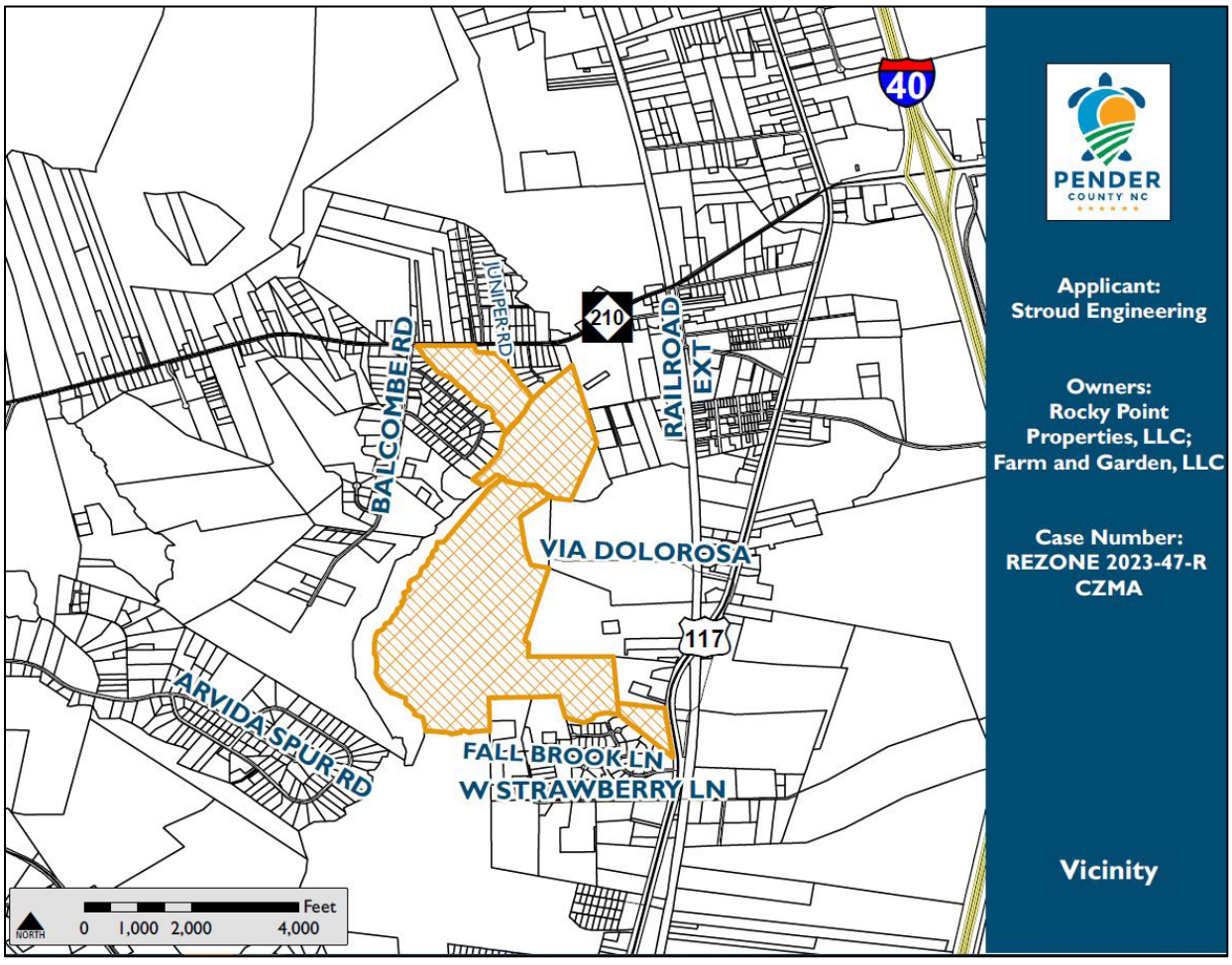
2. Reduce the approved side yard setbacks for single-family homes from 10 feet to 5 feet.

This revision would bring the Conditional Zoning District to approximately 310.56 acres. The previously approved total unit count, associated sewage treatment facility, and famers market are not to be modified as part of this revision.

LOCATION

The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, 3234-24-6900-0000, and 3234-53-1216-0000.

Below: Vicinity Map of the Area



CASE HISTORY AND PREVIOUS APPROVAL

January 18th, 2022, Approval

After a recommendation of approval by the Planning Board at their November 5, 2020, meeting, the Board of County Commissioners approved a Conditional Zoning Map Amendment request

and Master Development Plan for the development referred to as Falls Mist Gardens on January 18, 2022. The previous and vested approval allowed for a total of 750 single family detached residential units, an associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230). The associated staff report with the previous Conditional Zoning Map Amendment approval may be found in the Board's packet as Attachment 1.

REVISION REQUEST IN FURTHER DETAIL

There are two revisions requested as part of this application. The first revision being the removal of a required roadway connection to the Fall Brook subdivision via Fall Brook Lane. The Pender County Unified Development Ordinance, which contains local regulations pertaining to development activity, states in Section 7.5.1 that the layout of streets as to arrangement, width, grade, character, and location shall conform to the following: (1) Pender County collector street plan, (2) adjoining street systems, (3) existing, planned and proposed streets, (4) to provide for continuity in existing streets, (5) provide adequate right-of-way for collector streets and (6) reasonable access will be provided to adjacent properties for development.

These six provisions individually required the applicant to connect their road network with Fall Brook Lane and together emphasize the importance Pender County regulations place on street network connectivity.

Section 7.5.1.A.1(b) of the Pender County Unified Development Ordinance allows for an administrative review and potential exception to connection requirements outlined above when wetland impacts would occur due to a required roadway connection. Within the applicant's narrative, it is stated that the previously approved connection to Fall Brook Lane will require a "lengthy wetland crossing." The applicant's narrative is located in the Board's packet as Attachment 2. The applicant's revised Master Development Plan shows approximate locations of existing wetlands and can be found in the Board's packet as Attachment 3. As stated in the narrative, the revised connection would reduce wetland impacts thereby minimizing environmental impacts. If this request were to be approved, staff would require a Jurisdictional Delineation approval that is issued by the United States Army Corps of Engineers along with all necessary wetland impact permits.

In addition to the applicant's request to remove the previously approved connection to Fall Brook Lane, they are also requesting that the previously approved side yard setback requirements be reduced from 10 feet to 5 feet to maximize the building envelope as stated in the applicant's submitted narrative. The requested side yard setback requirements are also listed under Note 10 within the submitted Master Development Plan (See attachment 3).

Aside from the two revisions to the previously approved Conditional Zoning Map Amendment and Master Development Plan, no further changes from the project's previous approval that is outlined in Attachment 1 are being requested, including the previously agreed upon conditions of approval that would not be impacted from the requested removal of the Fall Brook Lane connection.

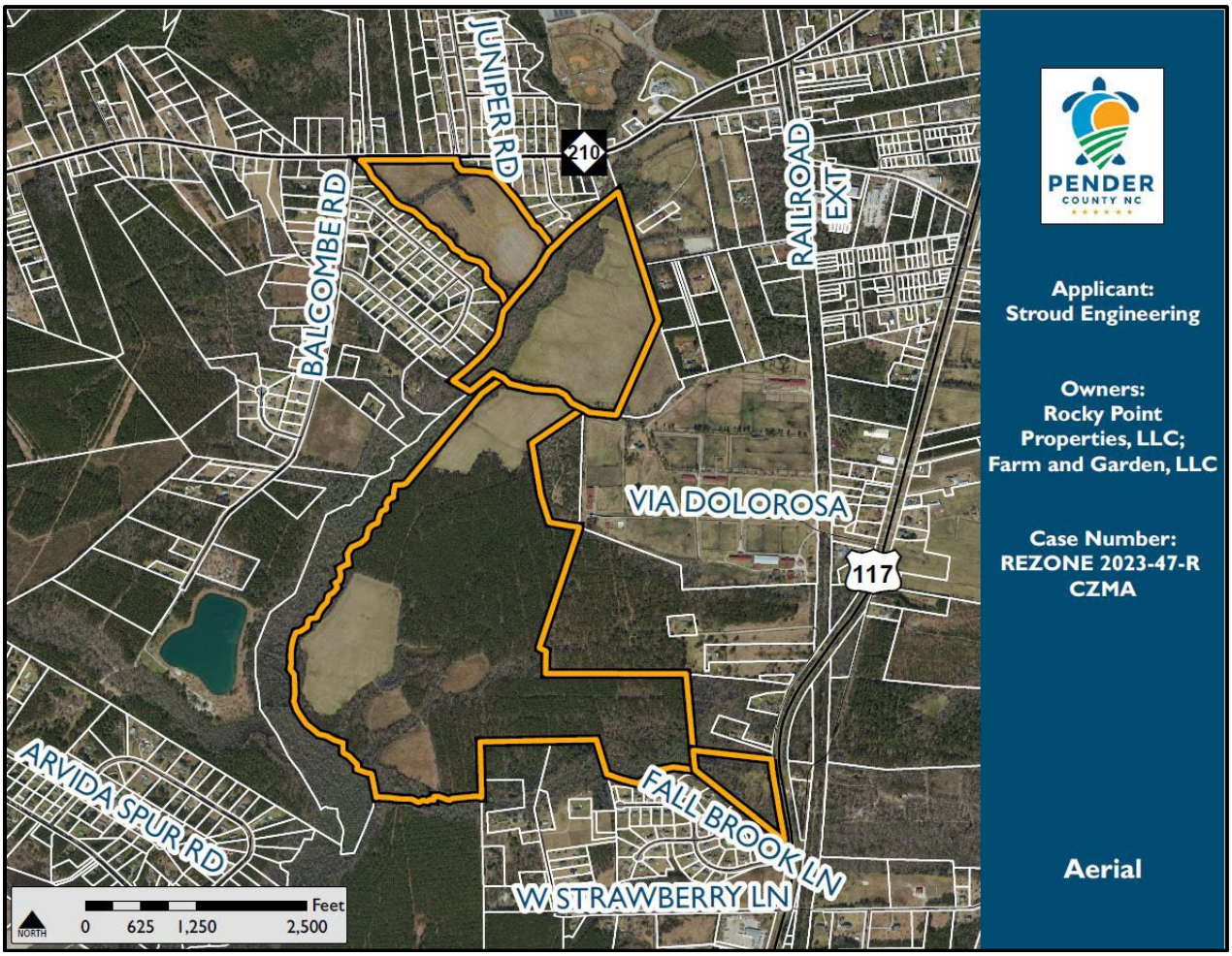
PUBLIC INPUT MEETING

In accordance with the Pender County UDO, the applicant held a public input meeting on Tuesday, January 24, 2023, at the Pender County Library – 103 S. Cowan Street, Burgaw, NC. According to the information provided by the applicant, 26 citizens attended the meeting citing concerns regarding stormwater drainage, safety, traffic, and specifically the removal of the connection to Fall Brook Lane. A summary of the report provided by the applicant can be found in Attachment 4 of the Board's packet.

Dimensional Requirements

Previously Approved Residential Dimensional Requirements	
Front	20'
Side	10' (Now seeking 5')
Rear	15'
Corner	15'
Max. Height	35'
Min. Chord	30'
Previously Approved Commercial Dimensional Requirements	
Front	50'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Min. Chord	50'

Below: Aerial Map of the Area



ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject properties do contain Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain characteristics of wetlands.[2, 3]
Areas of Environmental Concern	The subject properties do not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)

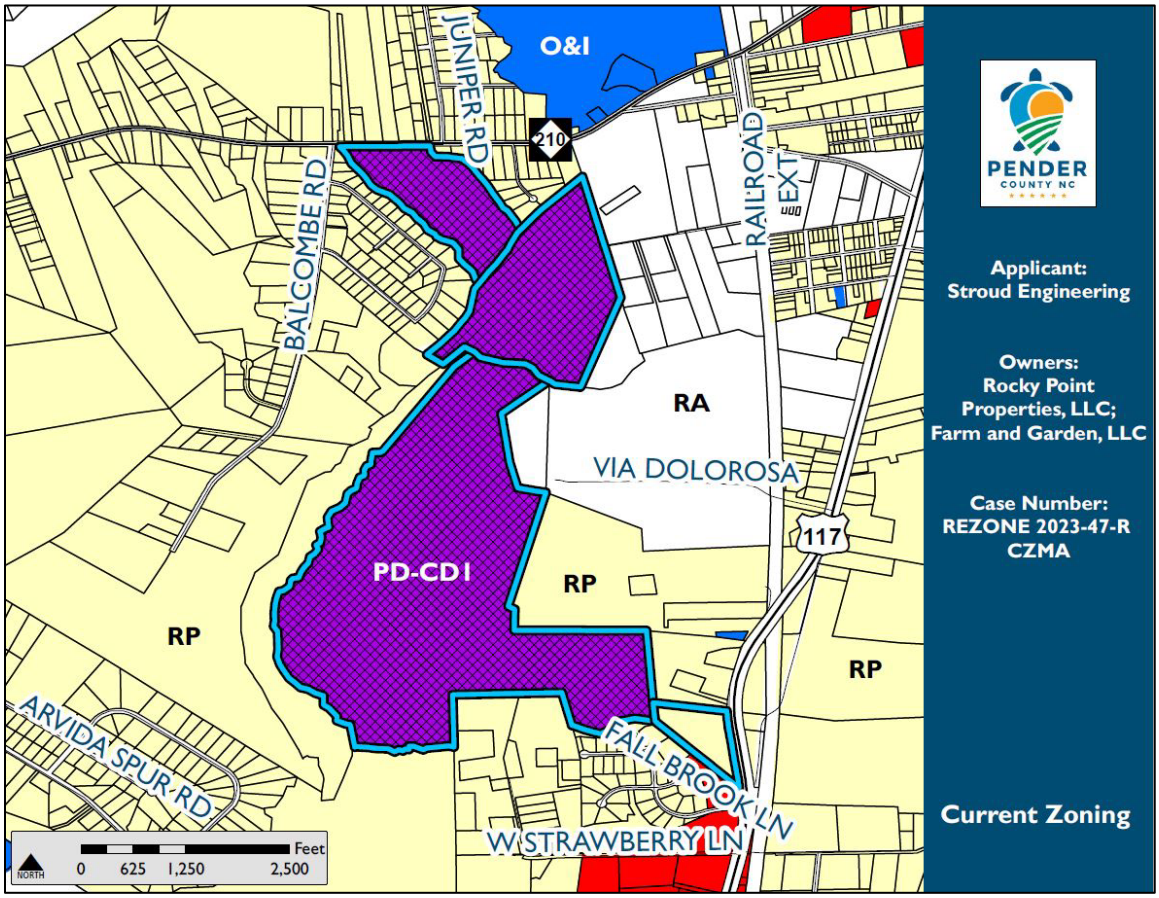
[2] According to the NC Division of Coastal Management (NC DCM)

[3] According to the National Wetlands Inventory (NWI)

[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

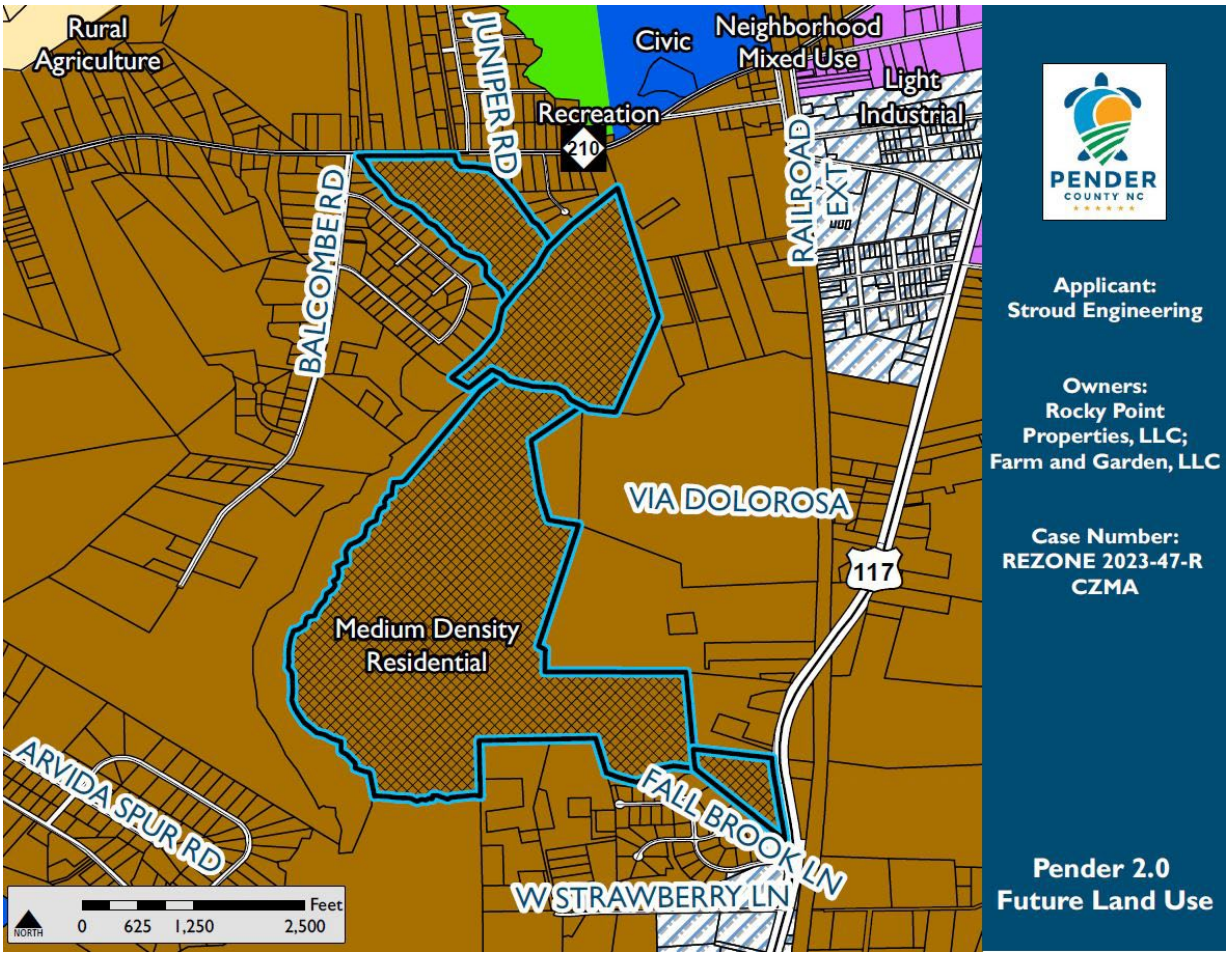
EVALUATION

Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	RP, Residential Performance & RA, Rural Agricultural
East	Undeveloped, Residential	RP, Residential Performance, RA, Rural Agricultural
South	Residential (Fall Brook Subdivision)	RP, Residential Performance, GB, General Business
West	Undeveloped, Residential	RP, Residential Performance

Below: Future Land Use Map of Area



Pender 2.0 Comprehensive Land Use Plan Compliance: The Pender 2.0 Comprehensive Land Use Plan designates the subject properties as Medium Density Residential. Medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged.

Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

This application is consistent with the Medium Density Residential Future Land Use classification because it proposes a clustered single-family neighborhood at a density of 3.47 units an acre in addition to integrated commercial frontage. The Pender 2.0 Comprehensive Land Use Plan also encourages bicycle and pedestrian infrastructure within this Future Land Use classification, which the applicant has proposed.

In addition to conforming with the Future Land Use Map, the Conditional Zoning Map Amendment request is supported by three (3) goals, two (2) objectives, and six (6) policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 3.1.H: Low Impact Development (LID):** The County supports Low Impact Development practices. Such LID practices may include retaining/infiltrating most of the runoff on-site, maximizing the use of permeable pavements, reducing the amount of impervious coverage, and clustering housing to allow a profitable development density while maximizing open space and minimizing wildlife habitat fragmentation.
>
> **Goal 4.2:** Manage the timing, location and intensity of growth by coordinating transportation improvements in accordance with development and ensuring safe and efficient modes of transportation are available to all residents and visitors.
>
> **Policy 4.2.F: Collector Street Plan:** The County shall continue to support and implement the Pender County Collector Street Plan when reviewing and approving new development proposals within the WMPO Boundary area of the County.
>
> **Goal 4.3:** Provide safe opportunities for walking and cycling, while supporting the need for paratransit service and other alternatives to provide transportation choices for residents and visitors.
>
> **Objective 4.3:** Encourage alternative means of transportation to reduce traffic, enhance economic development, offer services to those without use of a vehicle, and provide recreational opportunities for residents and visitors.
>
> **Goal 5.1: Land Use and Growth Management:** Manage the physical growth and development of Pender County by encouraging more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the rural heritage and coastal habitat that makes the County a unique place to live.
>
> **Objective 5.1: Land Use and Growth Management:** Ensure that development and use of resources balances protection of natural resources and agricultural lands with economic development, avoids risks to public health and welfare, and is consistent with the capability of the land.

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.H: Mixed Use Development: The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

Policy 5.1.V: Residential Development: The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Policy 5.1.Z: Cluster Development Incentive: The County supports the clustering of residential development within the residential future land use categories for the preservation of coastal natural resources, prime agricultural lands, or wildlife habitat areas.

The project fulfills several desired policy outcomes for development as described in the Pender 2.0 Comprehensive Land Use Plan. The proposal provides enhanced transportation infrastructure, constructing multiple collector streets as well as bicycle and pedestrian connectivity throughout the development. While not proposing to certify the project to the Low Impact Development stormwater engineering standard, the project exhibits multiple characteristics of LID design – namely clustering development to preserve open space and providing above-average stormwater infrastructure. Additionally, based on comments received from the relevant agencies, sufficient infrastructure is available or will be constructed to serve the development.

The Conditional Zoning Map Amendment proposal was not found to conflict with any goals, objectives, or policies in the Pender 2.0 Comprehensive Land Use Plan.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

The following conditions of approval were previously agreed upon by the applicant, Planning Board, and Board of County Commissioners. Planning Staff has removed three previously agreed upon conditions of approval that were related to the Fall Brook Lane connection and shown those as "struck-through" below. These conditions have been removed because they are no longer applicable due to the requested removal of the connection to Fall Brook Lane:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre-development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event**.**

2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.

3. Informational signs to be installed at 500 foot intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.

4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.

5. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Avenue, to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Avenue is brought up to the street design standards of the Pender County Unified Development Ordinance.

6. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.

7. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

REMOVED CONDITIONS THAT WERE PART OF THE ORIGINAL APPROVAL:

~~1. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.~~

~~2. Prior to completing the roadway connection between Fall Brook and the proposed development, a measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection~~

~~with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Lane.~~

~~3. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 600th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 600th home, the gate shall be removed.~~

RECOMMENDATION

At their January 18th, 2022, meeting, the Pender County Board of Commissioners approved the initial Conditional Zoning Map Amendment request as outlined in Attachment 1. At their May 2, 2023, meeting, the Pender County Planning Board unanimously recommended approval of the proposed revision to the Conditional Zoning Map Amendment. The proposed development is consistent with three goals, two objectives, and six policies, and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan. The proposed development is also compliant with, and meets the intent of, the Pender County Unified Development Ordinance. The proposed revision also has the potential to minimize wetland impacts by removing the connection to Fall Brook Lane. Therefore, Planning Staff has found that this proposal is consistent with the adopted goals and policies of Pender County.

Unified Development Ordinance Compliance: Section 3.3.9 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning or future land use map amendment can be made. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.9.B.3 Approval Criteria for Conditional Rezoning

When evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

A. The Approval Criteria for a Rezoning (Section 3.3.5).
B. That the application meets the intent of a conditional rezoning, per this subsection.
C. That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.
D. The potential impacts and/or benefits on the surrounding area and adjoining properties.
E. The report of results from the public input meeting.
F. That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to recommend approval of the Conditional Zoning Map Amendment and to make a finding that the approval is consistent with the following goals, objectives, and policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 3.1.H**
- **Goal 4.2**
- **Policy 4.2.F**
- **Goal 4.3**
- **Objective 4.3**
- **Goal 5.1**
- **Objective 5.1**
- **Policy 5.1.D**
- **Policy 5.1.H**
- **Policy 5.1.V**
- **Policy 5.1.Z**

TO DENY: Motion to deny the Conditional Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING] ….

PLANNING BOARD ACTION FOR CONDITIONAL ZONING MAP AMENDMENT REVISION	
MOTION	**SECONDED**
Buchanan	Pitts

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Yes	Yes	Yes	Yes	Yes

APPROVED	DENIED	UNANIMOUS
Yes		**Yes**

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

CONDITIONAL REZONING

Intent

A. Conditional zoning districts hereby included are to allow for the consideration of certain uses that are permitted uses in the underlying zoning district but due to their nature may not be appropriate for a particular location.

B. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses on small and large scale projects.

C. Although, it is not intended to be used for speculative purposes, a conditional zoning district applicant may include as part of the application, a list of uses which will not be developed on the property.

D. All uses listed as part of any application must be in the same format and description as listed in the Table of Permitted Uses.

E. The following zoning district categories are approved to be assigned conditional zoning districts: PD, RP, RM, GB, OI, IT, IG (Reference Article 4 for Zoning District Descriptions).

Application

Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard rezoning process as described in Section 3.3, Rezoning of this Ordinance.

Public Input Meeting

Prior to scheduling a public hearing on the rezoning application, **the applicant must conduct one public input meeting and file a report of the results with the Administrator.**

1. The report for the public hearing will include a summary of the public input meeting.
2. The applicant shall mail a notice for the public input meeting to adjoining property owners not less than ten (10) days prior to the scheduled meeting.
3. The notice shall include the time, date and location of the meeting as well as a description of the proposal.
4. The applicant's report of the meeting shall include:
    a. A copy of the letter announcing the meeting.
    b. A list of adjoining property owners contacted.
    c. An attendance roster.
    d. A summary of the issues discussed.
    e. The results of the meeting including changes to the project's proposal, if any.

Review

When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

1. The application's consistency to the general policies and objectives of the adopted Land Use Plan.
2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
3. The report of results from the public input meeting.

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	**Date**	3/3/2023
Application Fee	$ 3,555.60	**Invoice Number:**	00032075
Pre-Application Conference	N/A	**Hearing Date**	PB: May 2, 2023 BOCC: June 19, 2023

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	STROUD ENGINEERING, PA	**Owner's Name:**	Rocky Point Properties, LLC & Farm & Garden, LLC
Applicant's Address:	102-D Cinema Dr.	**Owner's Address:**	332 Military Cutoff Road
City, State, & Zip	Wilmington, NC 28403	**City, State, & Zip**	Wilmington, NC 28405
Phone Number:	910-815-0775	**Phone Number:**	910-338-3585
Email Address:	jfentress@stroudengineer.com	**Email Address:**	corporate@tributecompanies.com

Legal relationship of applicant to landowner: ENGINEER

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3234-29-6506-0000 = 35.25ac. RP 3234-38-5366-0000 = 57.20ac. RA	**Total property acreage:**	310.56 AC
Current Zoning District:	3234-24-6900-0000 = 208.64ac. RP 3234-53-1216-0000 = 9.47ac. RP	**Proposed Zoning District:**	310.56 AC
Project Address or Location:	HWY 210 / OFF HWY 210 & OFF 117 S. US HWY		

Proposed Uses to be Considered (Include NAICS Code):

SINGLE FAMILY

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	3/2/2023
Applicant's Name Printed	STROUD ENGINEERING, PA / James H. Fentress, Jr.	**Date:**	
Owner's Signature		**Date:**	03.02.2023
Owner's Name Printed	ROCKY POINT PROPERTIES, LLC / Mark Maynard	**Date:**	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Attachment 1: REZONE 2020-16 Staff Report

PLANNING STAFF REPORT ADDENDUM
CONDITIONAL ZONING MAP AMENDMENT
"FALLS MIST GARDENS"

SUMMARY

Hearing Date:	October 6, 2020 Planning Board (tabled) November 5, 2020 Planning Board January 19, 2021 Board of Commissioners (tabled) November 15, 2021 Board of Commissioners
Applicant:	Stroud Engineering
Property Owners:	Rocky Point Properties LLC, Farm and Garden LLC
Case Number:	REZONE 2020-16, MDP 2020-21

Rezoning and Development Proposal: Stroud Engineering, applicant, on behalf of Rocky Point Properties LLC and Farm and Garden LLC, owners, is requesting the approval of a Conditional Zoning Map Amendment for three (3) tracts totaling approximately ±301.09 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to PD-CD1, Planned Development Conditional zoning district 1. This request is to allow for 750 single family detached residential units, associated sewage treatment facility (NAICS 221320), and a farmers' market (NAICS 445230).

Property Record Number, Acreage, and Location: The proposed development is south of NC HWY 210, approximately ±0.03 miles east of the intersection of NC HWY 210 and Balcombe Rd (SR 1425), and west of US HWY 117 in the Rocky Point Township and may be further identified by Pender County PINs 3234-29-6506-0000, 3234-38-5366-0000, and 3234-24-6900-0000.

Recommendation: At their November 5, 2020 meeting, the Pender County Planning Board recommended conditional approval of this application based on its consistency with the Pender County Unified Development Ordinance and Pender 2.0 Comprehensive Land Use Plan, with Staff still recommending approval as well. The proposed development is consistent with three (3) goals, two (2) objectives, and six (6) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, and conflicts with none. The proposed development is compliant with the Pender County Unified Development Ordinance.

PROJECT HISTORY AND UPDATE

At their January 19, 2021 meeting, the Pender County Board of County Commissioners tabled the request outlined in the subsequent packet, directing the applicant to further study traffic impacts brought forward by the project, specifically differing options for phasing the connection and usage of the existing Fall Brook Lane as an entrance to the proposed development, the potential non-residential uses on commercial property located at the intersection of Fall Brook Lane and US HWY 117, and the sight lines and distance of Fall Brook Lane/US HWY 117 intersection to the bridge over the former railroad right-of-way.

Based on the direction from the Board of County Commissioners, the applicant has concluded the entirety of their Traffic Impact Analysis (TIA) and will present those findings to the Board. Additionally, there has been one change to the layout of the project since the previous Board meeting: the extension of Fall Brook Lane into the proposed development is no longer proposed to be designed as a collector street, but as a local street. This is in reference to the recently adopted update to the Pender County Collector Street Plan which no longer designates the corridor as one for a collector street. The connection to Fall Brook Lane is

still required due to other regulations within the Unified Development Ordinance relating to street design as well as emergency vehicle access.

As a reminder, this project was submitted, and review started, prior to the approval of Zoning Text Amendment 2020-11 which revised certain items related to conditional rezoning applications. For consistency, all ordinance references are to the UDO as amended 3/16/2020 – the last revision date prior to the approval of ZTA 2020-11 unless noted. Based on staff evaluation, the only material difference if reviewed under the new version is that the project density would likely be lower under the new calculation.

CONDITIONS FOR APPROVAL OF PETITION

Per Sections 3.4.5 and 4.13.6 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Staff, the applicant, and the Pender County Planning Board have previously collaborated to reach agreement on the following potential conditions of approval for this application:

1. The project shall be designed so that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff for the 10, 25, and 50 year return period events and be analyzed for the 100-year event.
2. All wetlands which will not be disturbed via an Army Corps of Engineers wetlands fill permit as part of the proposed development shall be placed under a conservation easement.
3. Informational signs to be installed at 500 ft intervals along all delineated wetland boundaries within platted open space, and to be maintained by the HOA and replaced as necessary. The applicant shall include this provision in the recorded covenants and restrictions for the development in perpetuity.
4. Sidewalks will be installed along all streets, and crosswalks will be marked at all intersections with a Collector Street.
5. Fall Brook Ln will be accepted for NCDOT maintenance prior to preliminary plat approval of the 601st lot of this development, preliminary plat approval of any portion of the development within the boundary of Tract 2 as shown on Pender County Map Book 42 P 116, or use of Fall Brook Ln for construction traffic, whichever shall come first.
6. A siren-activated gate meeting the standards of the Pender County Fire Marshal will be required at the border of the development and the existing A.R. Black Av., to be installed prior to final plat approval of the appropriate section, and be required to remain in place until such time as A.R. Black Av. Is brought up to the street design standards of the Pender County Unified Development Ordinance.
7. The wastewater treatment plant shall utilize membrane filtration technology, or other technology certified by the project engineer to render no greater negative impact to local water quality than membrane filtration.
8. Evidence that the Army Corps of Engineers has received any Certificate of Completion forms for wetland disturbance permits relating to the project shall be provided to staff prior to approval of the last Final Plat associated with this development.

9. Prior to completing the roadway connection between Fall Brook and the proposed development, A measure similar to a chicane that is acceptable to the NCDOT and Pender County Emergency Services shall be installed within the proposed development near the interconnection with Fall Brook, as well as at least one additional traffic calming measure along Fall Brook that is acceptable to NCDOT. The applicant shall also make a written request to the North Carolina Department of Transportation that a speed limit of 25 MPH should be posted on Fall Brook Ln.

Additionally, a tenth condition was discussed at the January 19, 2021 hearing and is again up for discussion at the November 15, 2021 meeting:

10. From the time that the road network of this development connects to Fall Brook Lane, to the time that the 700th home receives its Certificate of Occupancy, a gate shall be placed on the roadway between the two developments to allow only residents of Falls Mist and emergency vehicle traffic (siren activated) to utilize the connection. Means of access for construction vehicles shall not be granted. Following the Certificate of Occupancy for the 700th home, the gate shall be removed.

Attachment 2: Applicant's Narrative

STROUD ENGINEERING, P. A.
CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

December 21, 2021

Pender County Planning Department
805 S. Walker Street
Burgaw, North Carolina 28425

Re: Falls Mist Conditional Zoning Map Amendment
Rocky Point, Pender County

To Whom it May Concern,

What follows is an application for the amendment of the Conditional Zoning Map approved for the Falls Mist Planned Development. There are two revisions requested in this effort. The first and primary is the removal of the required roadway connection to the Fall Brook subdivision road network. As presently approved, Fall Brook Lane will be connected to the Falls Mist development. The Pender County Unified Development Ordinance, UDO, Article 7.4.1.F is the basis of the required roadway connection. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. This alternate route is intended to relieve the collector street traffic through the Fall Brook Subdivision on the basis of ordinance required road connectivity, the stub right of way is still to be connected. The connection to Fall Brook Lane requires a lengthy wetland crossing. The alternate route enables a significant reduction of wetland impacts effectively minimizing the environmental affect of this development. Article 7.5.1.A (b) of The UDO affords exception to the cross-connection requirements provided environmental hardships that may be realized by such connection. On this basis, avoidance of the wetland impacts necessitated by the Fall Brook Lane connection is substantiated.

Article 4.14 (1) reports that setbacks for the PD zone are to be as shown by the Master Development Plan. The originally approved Master Development Plan represented PD zoning residential side setbacks to be ten feet. The developer is requesting the PD zoning residential side setbacks to be reduced to five feet to afford the builder opportunity to maximize the building envelope on smaller lots. On this premise, Note 10. Now represents the PD zoning residential side setbacks to be five feet. No other setbacks are proposed to be revised.

We hope the attached submission addresses the requirements to amend these two aspects of the Conditional Zoning Map. Please include this compilation for the next available review itinerary. Feel free to contact me with any additional needs that may arise in this regard.

Thanks,

James H. Fentress Jr. PE, PLS

Attachments

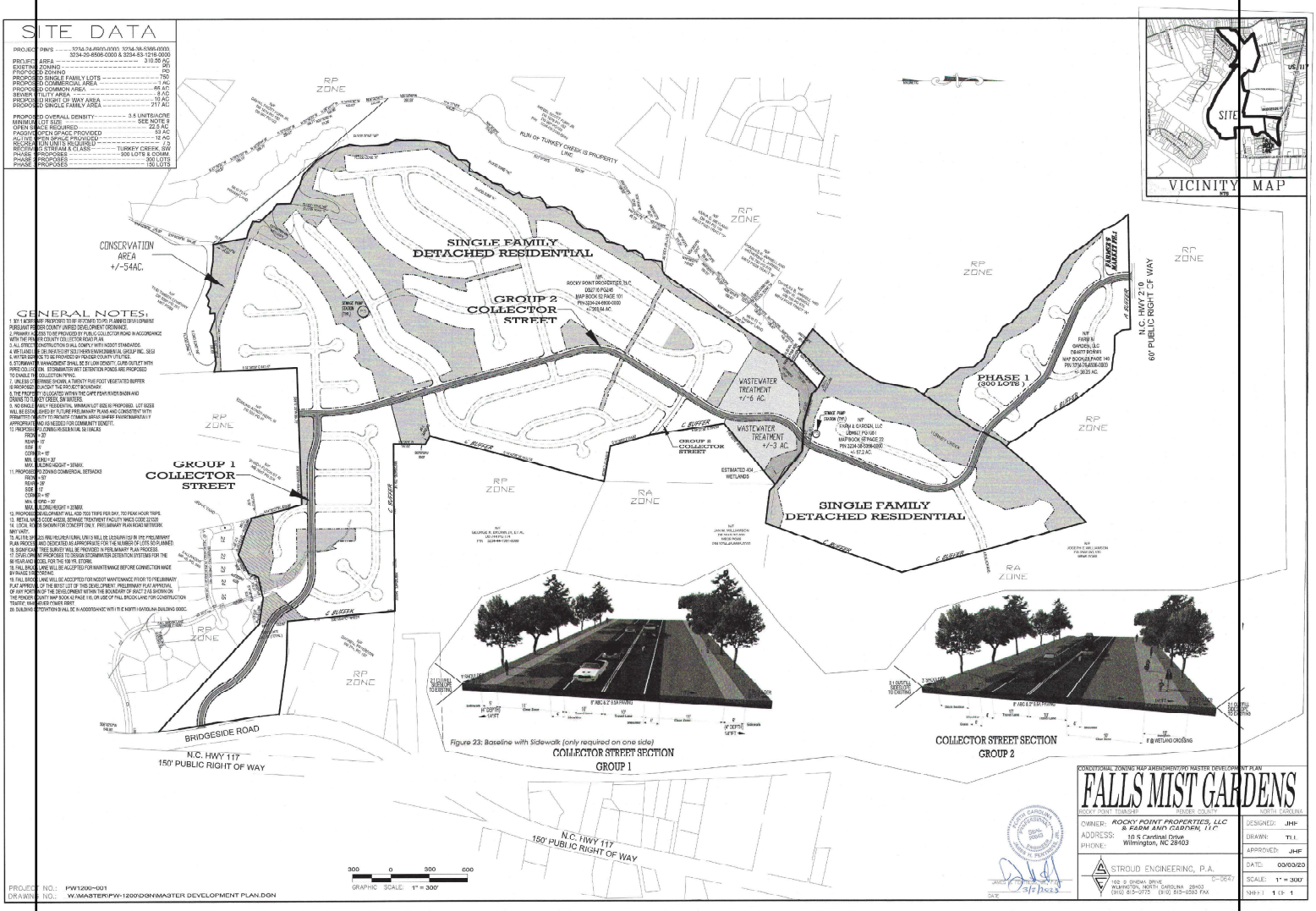
JHF/jf
File W:\MASTER\PW1585\TRC\CSHAW RESPONSE 122121.doc

107B COMMERCE STREET
GREENVILLE, NORTH CAROLINA 27858
252.756.9352

102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
910.815.0775

3302C BRIDGES STREET
MOREHEAD CITY, NORTH CAROLINA 28557
252.247.7479

Attachment 3: Revised Master Development Plan


SITE DATA
PROJECT PINS ..... 3254-04-8995-0000, 3254-04-5995-0000, 3254-05-8506-0000 & 3254-83-1216-0000
PROJECT AREA ..... 310.55 AC
EXISTING ZONING ..... RR
PROPOSED ZONING ..... PID
PROPOSED SINGLE FAMILY LOTS 750
PROPOSED COMMERCIAL AREA ..... 1 AC
PROPOSED COMMON AREA ..... 66 AC
SEWER UTILITY AREA ..... 8 AC
PROPOSED RIGHT OF WAY AREA ..... 19 AC
PROPOSED SINGLE FAMILY AREA ..... 217 AC
PROPOSED OVERALL DENSITY ..... 3.5 UNITS/ACRE
OPEN SPACE REQUIRED ..... SEE NOTE 9
PASSIVE OPEN SPACE PROVIDED ..... 22.9 AC
RECREATION UNITS REQUIRED ..... 63 AC
RECEIVING STREAM & CLASS ..... TURKEY CREEK, SW
PHASE 1 PROPOSED ..... 300 LOTS & COMM.
PHASE 2 PROPOSED ..... 300 LOTS
PHASE 3 PROPOSED ..... 150 LOTS
GENERAL NOTES:
CONSERVATION AREA +/-54AC.
SINGLE FAMILY DETACHED RESIDENTIAL
GROUP 2 COLLECTOR STREET
WASTEWATER TREATMENT +/-6 AC.
WASTEWATER TREATMENT +/-3 AC.
GROUP 1 COLLECTOR STREET
PHASE 1 (300 LOTS)
SINGLE FAMILY DETACHED RESIDENTIAL
N.C. HWY 211
60' PUBLIC RIGHT OF WAY
BRIDGESIDE ROAD
N.C. HWY 117
150' PUBLIC RIGHT OF WAY
RUN OF TURKEY CREEK IS PROPERTY LINE
ESTIMATED 404 WETLANDS
RP ZONE
RA ZONE
C. BUFFER
VICINITY MAP
SITE
US 117
Figure 23: Baseline with Sidewalk (only required on one side)
COLLECTOR STREET SECTION GROUP 1
COLLECTOR STREET SECTION GROUP 2
GRAPHIC SCALE: 1" = 300'
CONDITIONAL ZONING MAP AMENDMENT/PD MASTER DEVELOPMENT PLAN
FALLS MIST GARDENS
ROCKY POINT TOWNSHIP PENDER COUNTY NORTH CAROLINA
OWNER: ROCKY POINT PROPERTIES, LLC & FARM AND GARDEN, LLC
ADDRESS: 10 S Cardinal Drive Wilmington, NC 28403
PHONE:
STROUD ENGINEERING, P.A.
102 D CINEMA DRIVE WILMINGTON, NORTH CAROLINA 28403 PHONE (910) 313-3772 FAX (910) 313-0283
C-0647
DESIGNED: JHF
DRAWN: TLL
APPROVED: JHF
DATE: 03/03/23
SCALE: 1" = 300'
SHEET 1 OF 1
PROJECT NO.: PW1200-001
DRAWING NO.: W:\MASTER\PW-1200\DGN\MASTER DEVELOPMENT PLAN.DGN

Attachment 4: Public Input Meeting Packet

STROUD ENGINEERING, P. A.
CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

January 6, 2023

Re: Falls Mist PD Master Development Plan as approved by Pender County Commission

To All It May Concern,

Stroud Engineering, PA is writing you on behalf of Rocky Point Properties, LLC and Farm and Garden, LLC to notify you of an informal community meeting to discuss a proposed Master Development Plan revision of the Falls Mist project located off NC Highway 210 & US Highway 117 S, in Rocky Point, Pender County, NC. The primary plan revision to be discussed is the proposed elimination of the roadway connection to Fall Brook Lane.

The meeting is scheduled to be held on ***Tuesday, January 24th at the Pender County Library -103 S. Cowan Street, Burgaw, NC*** **from 6:30 to 9:30 pm.** Exhibits of the project and meeting locations are attached.

Please R.S.V.P. by email (Tracy Lowe: tlowe@stroudengineer.com) or call (910) 815-0775. I look forward to meeting you and addressing any questions that you may have.

Thank you,

James H. Fentress, Jr. PE, PLS

Attachments

JHF/jf
File W:\Master\PW-1200\pdf\community meeting\MASTER DEV PLAN REV COMMUNITY MEETING NOTICE.doc

STROUD ENGINEERING, P. A.
CONSULTING ENGINEERS
102D CINEMA DRIVE
WILMINGTON, NORTH CAROLINA 28403
WWW.STROUDENGINEER.COM
LICENSE NO. C-0647

Falls Mist
Community Informational Meeting Report
For
Conditional Zoning Map Amendment

Stroud Engineering, PA held a community meeting on Tuesday, January 24, 2023 from 6:30 pm to 9:30 pm at the Burgaw Library in Pender County, NC to inform residents within five hundred feet of the proposed Conditional Zoning Map Amendment ambitioned to eliminate the Fall Brook Lane road connection as well as reduce the reported side setback from ten feet to five feet. The meeting was an opportunity to report the proposal, address questions, and hear concerns regarding the proposed map amendment. The residents were notified of the meeting by mail.

Relative to the original community meeting in July of 2020, there were at least twenty new residents notified due to the 9.4 acre parcel purchased and approved for alternate connection to US Highway 117. The County required collector street corridor now emanates from this newly proposed driveway in lieu of converting Fall Brook Lane as originally interpreted from the Pender County Collector Street Plan. Community meeting attendance included; two Stroud Engineering, PA representatives, the property owner/developer, owner/developer Attorney, one senior Transportation Engineer from Davenport Engineering and fourteen interested residents. A reporting of the attendees is attached. There were several inquiries of Stroud Engineering in the weeks leading up to the meeting. The primary interests were to do with drainage, safety and traffic as well as some unfounded concerns of a possible convenient store apparently the result of rumor. There were no questions raised with regards to the setback reduction proposal.

The majority of the comments and concerns were from the Fall Brook Subdivision Community residents and residents along AR Black Avenue. A general overview of the dialog follows:

Drainage:

The focus of the drainage discussion was related to the flooding that occurs in the branch between the Fall Brook subdivision and the Falls Mist development tract. This flooding was reportedly aggravated by numerous downstream beaver dams. The Falls Mist developer reported that they had recently had several of the beavers removed and their dams destroyed in effort of improving the drainage in the branch and Turkey Creek. It was noted that the elimination of the Fall Brook Lane road connection would mean less flow obstruction in the branch which would not adversely affect drainage in the area. It was also noted that the development was conditioned on providing stormwater detention for the 100 year storm event which far exceeds the ordinance minimum.

Safety:

The Fall Brook community is relieved by the proposed elimination of the road connection to their subdivision. There were a few that were concerned about traffic safety on NC Highway 117 given the proposed driveways proximity to the bridge South of the Fall Brook Subdivision. It was noted that the proposed driveway is planned on the Bridgeside Road and not directly onto

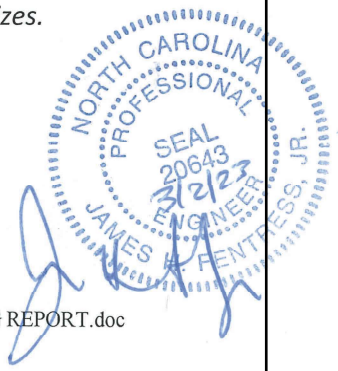
the highway. It was discussed that there was currently no traffic light proposed however the Traffic Impact Analysis would dictate what improvements would need to be made for that connection if and when the elimination of the Fall Brook Road connection was approved.

Traffic :

Traffic pattern was the primary discussion point as traffic from the Falls Mist development would not be realized if the connection to Fall Brook Lane could be eliminated by the proposed Map Amendment. Fall Brook Lane was recorded in 2008 to be a fifty feet wide public road right of way with twenty feet of pavement consistent to referenced North Carolina Department of Transportation, NCDOT, collector road standards. It was emphasized that, as presently approved, Fall Brook Lane will be connected to the Falls Mist development. Through the original iterative rezoning process, an additional 9.4 acre parcel adjacent to the north of the Fall Brook subdivision tract was purchased and incorporated into the plan to provide collector street connection to US Highway 117 for the Falls Mist development. That was intended to relieve the collector traffic through the Fall Brook Subdivision but on the basis of ordinance required road connectivity, the stub right of way was still to be connected. The popular consensus of the Fall Brook Community was that elimination of the road connection to their development would be an improvement to the plan. The residents from AR Black Avenue expressed disinterest in their private road being connected even if only for emergency access. Several requested that we make the same request for exception to the ordinance that road connection. There was one however who asked the Falls Mist developer to pave AR Black. That was explained as not possible given the developer of the Falls Mist does not have right of access to AR Black.

Various questions:

- AR Black Ave residents are concerned about emergency use of their private road.
- AR Black Ave residents also concerned about proposed emergency gate at the end of the road.
- AR Black Ave residents concerned about buffer width behind proposed homes, due to several of the residents being avid target shooters.
- Safety flashing cautions lights near new entrance off HWY 117 next to Fall Brook Lane?
- Any proposals for the Owl Creek wetland area?
- When will the construction start? *18 months +/- for approval and permits.*
- Concerns of existing homes being devalued by the additional traffic.
- What size lots are proposed? *The PD zone is proposed to enable a diversity of lot sizes.*
- Residents want to be made aware of all upcoming meetings for attendance.
- Where will wastewater treatments be located?



Attachments

JHF/jf
File W:\Master\PW-1200\MASTER PLAN REVISION\JAN 2023 COMMUNITY MEETING\2nd COMMUNITY MEETING REPORT.doc

FALLS MIST COMMUNITY MEETING NOTES From 1/24/2023

Call ins -

- Vincent Barger 910-619-9737 vincentbarger@gmail.com
- Anna Marie Fern off Strawberry 910-233-3112
- Mark Giardina 303-958-3601 giardina2955@gmail.com owner off AR Black Ave
- Ed Hill owns 46 ac blackberry farm across new 9.4 ac tract

14 land owners attended / 5 reps attended

NOTES : (random notes throughout the evening)

- Traffic Signals – No traffic lights – Concerns of traffic over bridge heading North on HWY 117
- Sewer treatment plant
- DOT/TIA was updated – study was moved to new connector road
- Reduction of setbacks 10' – 5'
- Wetland – Owl Creek backs up to additional parcel – Condition to revise-10yr to 100yr storm are there any plans for Ped-Xing over wetlands?
- Fall Brook owners thrilled with ne update to reroute away from their subdiv
- Stroud/developer is asking county to oppose the Fall Brook Connection
- Questions RE: the proposed Farmers Mkt off 210
- When will ground breaking start
- The approved plan has connection to AR Black Ave. – County requires it – Developer/Stroud wants to eliminate the connection
- If there is a connection for 911 on AR Black – how & where will the gate be placed, how will it work, any potential for others to use it.
    - Owners along AR Black want the ex. gravel road to paved and maintained if county emergency is planning to use the access.
- AR Black Ave. end of road owners are concerned with the small proposed buffer, because they frequently target shoot on the back of their property.
- Concerned with price of proposed homes – hoping the mass building won't devalue their property.

FALLS MIST - 2ND COMMUNITY MEETING (January 24, 2023)
MAIL OUT INFORMATION & ATTENDANCE

ATTENDING YES OR NO		NAME	ADDRESS	COMMENTS
@	1	Johnathan Vaughan		Excited to see progress RE: New Entry
	1	Dacia Zimmer		" "
	1	Vincent Barger		Empty envelope - I emailed Him
No		Anna Maria Farm	Strawberry Ln.	Q's I gave her my email
2		Aubrey Harvey	714-925-9976	
2		Edd Hill	Owns access from New Parcel Blackberry Farm	Was Wanting to Know Time line

FALLS MIST - 2ND COMMUNITY MEETING (January 24, 2023)
SIGN -IN SHEET

NAME	ADDRESS	CONCERNS
Stuart Petersen	203 Fall Brook Lane	
Don Bennett	5917 Oleander Dr. 28403	Davenport Engineer
Bob Summerlin	237 W. Tumbling Waters Rd.	
Joe Wellington	44 Casha Rd, Rocky Pt	
Natalie Tribett	44 Casha Rd, Rocky Pt	
Matthew Tribett	44 Casha Rd, Rocky Pt	
Aubrey Harvey	30 Owl Creek Ct	
Jesse Harvey	30 Owl Creek Ct	
[illegible] Barnett	42 Bobbing Cork Rd RP 28457	
Johnathan Vaughan	160 Fallbrook Ln	
Tracy Lowe	Stroud Engineering	
Sam Potter Atty		
Jimmy Fentress	102 D Gwynn Drive Wilm. NC 28403 / Stroud Engineering	
Matthew Lukens	50 E Tumbling Waters Rd. 28457	
Douglas Lukens	" "	
Martin Camp	221 AR Black Ave →	grypMartin@gmail.com
Mark Giardina	187 AR Black Ave	Giardina@2955.
Mark Magiel Jr.	Developer / owner	
~~Douglas Lukens~~	~~50 E Tumbling Waters Rd~~	
Matt Lukens	Same	

Pender County
SUP 2023-44: Expansion of a Community Boating Facility in the Long Point Estates community in the Topsail Township

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	December 4, 2023
SUBJECT:	SUP 2023-44: Expansion of a Community Boating Facility in the Long Point Estates community in the Topsail Township

SUMMARY:
Long Point Estates HOA, Inc., applicant & owner, is requesting the approval of a Special Use Permit to allow the expansion of a community boating facility, which includes the addition of a new dock with five boat slips bringing the total number of boat slips on site to ten. The use is proposed on approximately 1.97 acres within the RP, Residential Performance zoning district.

The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000.

ACTION REQUESTED:
To hold a public hearing and consider the proposal.

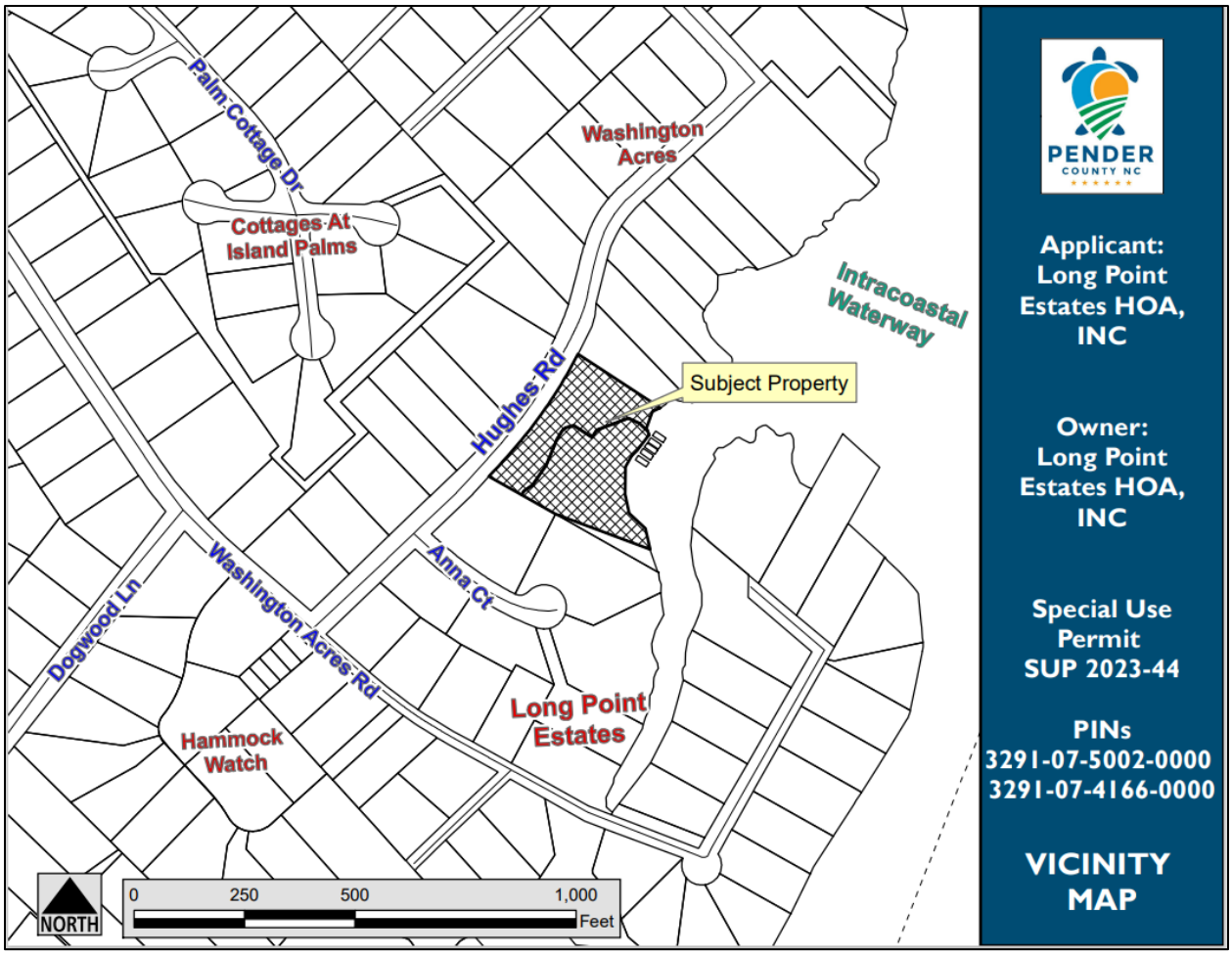
ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Attachment 1: Site Plan
5. Attachment 2: CAMA Permit
6. Attachment 3: SUP Review Procedures

STAFF REPORT FOR SUP-2023-44
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP-2023-44
Hearing Date	December 4th, 2023 Board of County Commissioners
Applicant	Long Point Estates HOA, Inc.
Property Owners	Long Point Estates HOA, Inc.
Parcel Identification Numbers	3291-07-5002-0000 3291-07-4166-0000
Acreage	1.97
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Coastal Residential

SPECIAL USE PERMIT PROPOSAL
Long Point Estates HOA, Inc., applicant & owner, is requesting the approval of a Special Use Permit to allow the expansion of a community boating facility, which includes the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The use is proposed on approximately 1.97 acres within the RP, Residential Performance zoning district.
LOCATION
The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000.

Below: Vicinity Map



SPECIAL USE PERMIT PROPOSAL AND BACKGROUND

The applicant is seeking to obtain a Special Use Permit to expand an existing community boating facility in the Long Point Estates Community. Currently five boat slips are in place as well as a boat ramp, with five more boat slips being proposed via an additional pier/dock, totaling ten slips for the community's residents. According to the applicant, this is to accommodate the five remaining homeowners without access to the waterway. **See attached Application and Project Narrative in the Board's Packet.** According to the applicant's submitted narrative, the proposed facility has a Major CAMA Permit (no. 80-23) from the North Carolina Department of Environmental Quality Division of Coastal Management (NCDEQ-DCM) and the Coastal Resources Commission (CRC). See Site Plan and supporting construction documents in **Attachment 1** and the CAMA Major Permit in **Attachment 2**.

The initial 5 boat slips were established in 2009 prior to the adoption of today's Pender County Unified Development Ordinance (UDO). Under the previous Pender County Zoning Ordinance, a private pier consisting of 5 or fewer boat slips was allowed by right without special approval. Under today's ordinance Community Boating Facilities are defined as follows:

COMMUNITY BOATING FACILITY: A private, nonprofit boating facility with navigable water frontage which includes a dock, pier, and/or launching ramp which is intended to serve five (5) or more residential units. Must be owned/controlled by a Homeowners Association (HOA) or any type of development association or collective owners group where more than one family has privileges to use facility. Commercial activities of any kind, including commercial letting of slips to parties that are not residents of the association or development, shall be prohibited.

In addition, Section 5.3.12, Miscellaneous Uses, of the UDO provides additional limitations for the proposed uses in Part C as follows:

C. Community Boating Facility

1) Must serve five (5) or more residential units and may include a dock, pier, ramp, or launching pad.

2) No commercial activities of any kind shall be allowed within the confines of the facility.

3) Approved Special Use Permits are required in all zoning districts unless the proposed facility is illustrated in conjunction with a development which requires a master development plan. Sufficient detail must be provided on the master plan to allow the Planning Board to make an informed decision on the facility's impacts to the surrounding properties throughout the public hearing process.

Below: Aerial Map



Below: Applicant's Site Plan



Under the current UDO, Community Boating Facilities are required to be included as part of an approved Master Development Plan or are obtained through the Special Use Permit process where allowed. The applicant previously obtained a CAMA Permit for the addition and once this was brought to Planning Staff's attention, the applicant was informed of the Special Use Permit requirement.

Hours of Operation
No specific hours of operation are proposed.

Access
The site is accessed using Hughes Road. As an addition to an already established private pier and boat ramp, there should be no need for additional access points. However, emergency vehicle access will be assessed to ensure adequate ingress/egress is available.

Traffic

A Traffic Impact Analysis (TIA) is not anticipated as the proposed use is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any required road improvements would be constructed to NCDOT standards. Based on the trip generation of the 11th Edition ITE Trip Generation Manual, a TIA review is not required.

No traffic counts are available in the vicinity of the subject properties. The boat slips will be limited to the use of residents within Long Point Estates, therefore there will likely be no substantial increase in traffic. However, it is important to note that this facility is within walking or biking distances of nearby residences that utilize said facilities.

Estimated Vehicular Trip Counts

Land Use (ITE Code)	Intensity	Unit	24 Hour Volumes	Saturday Peak Hour Trips	Sunday Peak Hour Trips
Existing: ITE 420 Marina	5	Berths	12	1	2
Proposed: ITE 420 Marina	10	Berths	24	2	3
		Total	+12	+1	+1

Signage
Signage is not being proposed currently. Any proposed signage shall be required to be in conformance with the standards outlined in Article 9 of the Unified Development Ordinance.

Utilities
According to the applicant, the property is located on an improved public road with sufficient access to the site. There is also sufficient infrastructure currently in place to accommodate the proposed low intensity use and expansion of the existing residential boating facility

Landscaping and Buffers

The proposed addition is located on the other side of a vegetated marsh from Hughes Road. The visual impact of the proposed boat slips would be buffered by this natural marsh area and would exceed the requirements of the ordinance. Furthermore, additional vegetative screening would obscure water views of nearby residences. See image of existing vegetative buffer below:



ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does contain Areas of Environmental Concern along the waterway (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)

[2] According to the NC Division of Coastal Management (NC DCM)

[3] According to the National Wetlands Inventory (NWI)

[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. **See Attachment 3.**

Zoning and Existing Land Use in Area

There is currently one picnic shelter/pavilion on site as well as a boat ramp and an existing dock with five boat slips. Much of the immediately surrounding area consists of single-family residential uses, as well as a boat ramp serving another community directly to the north.

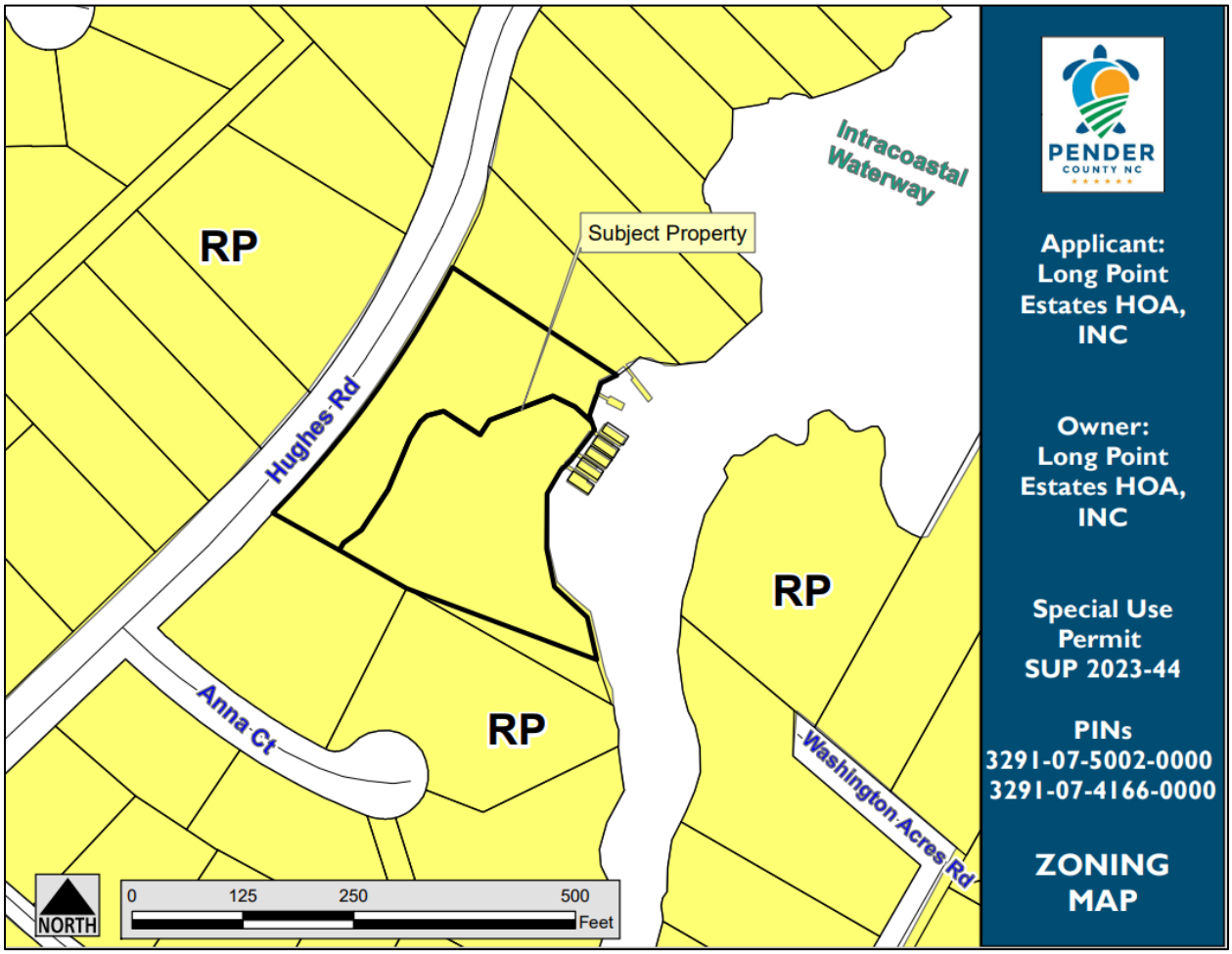
CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Boat Ramp	RP, Residential Performance
East	Residential, Waterway	RP, Residential Performance
South	Residential	RP, Residential Performance
West	Residential, Vacant	RP, Residential Performance

Unified Development Ordinance Compliance

The subject property is zoned RP, Residential Performance zoning district and according to Section 5.2.3, Table of Permitted Uses, of the UDO, a Community Boating Facility is permitted in this zoning district via Special Use Permit.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Community Boating Facility		SD	**SD**	SD	SD	SD					

Below: Zoning Map of the Area



Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Coastal Residential. Supporting the County's coastal character and natural habitat is a top priority for Pender County residents. To more appropriately preserve the County's coastal character, the Coastal Residential future land use category is established. Coastal residential land uses are located east of the US 17 corridor and generally within a half-mile of estuarine waters such as coastal creeks and the Intracoastal Waterway. Appropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private). Unencumbered access to public trust coastal waters and maximum development setback from the shoreline is highly encouraged. Clustering of new communities is encouraged.

To support adjacent coastal surface water quality, low impact development (LID) is encouraged. In general, lots should maximize pervious surfaces. Tree preservation and mitigation is required for stormwater purposes and as a means of preserving the coastal habitat. Development density within this category is three dwelling units an acre or less. Water and sewer service are typically available in these areas.

Desired Uses:

- Single-family dwellings – detached
- Recreation, parks, and open space

Inappropriate Uses:

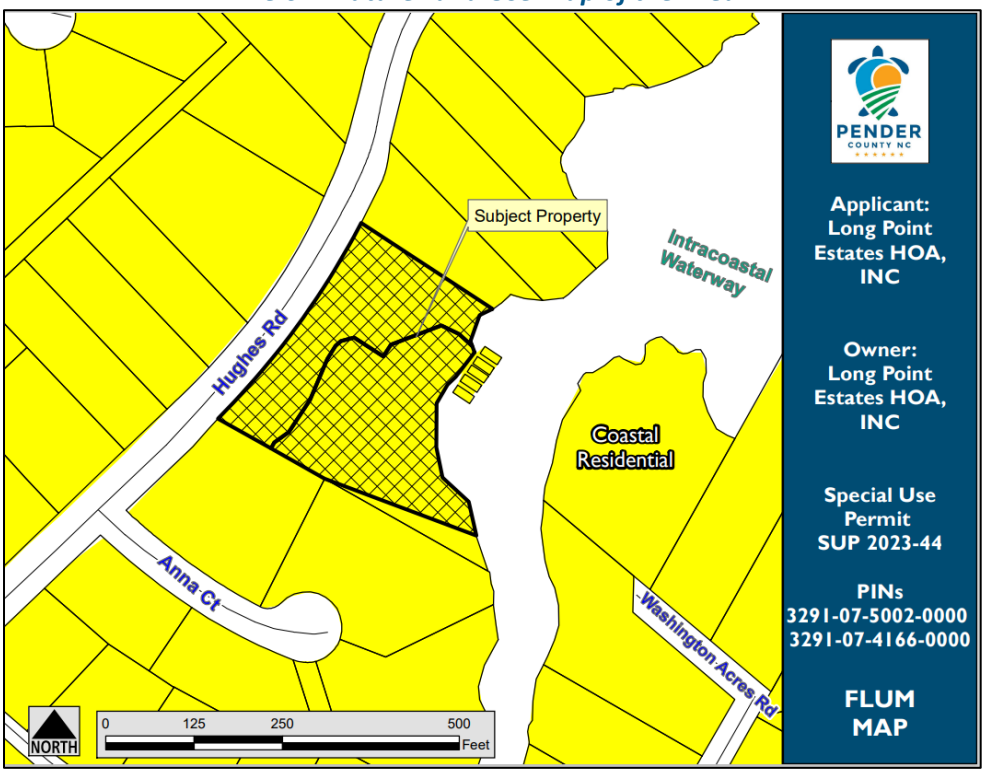
- Single-family dwellings – attached
- Multi-family residential uses
- Commercial, office, and institutional development
- Industrial development

Transportation Infrastructure:

- Automobile: Collector (local, minor) and local roads
- Pedestrian: 5 foot sidewalks
- Cyclist: bicycle lanes and multi-use paths

Planning staff finds the proposed request to be **consistent** with the Future Land Use Map (FLUM) classification for the property as it is designated Coastal Residential. The boating slips fall under the desired use of recreation, parks, and open space.

Below: Future Land Use Map of the Area



The request was found to be consistent with the following policies which support the request as the proposed use is considered an expanded amenity to an existing residential community.

> **Policy 5.1.X: Coastal Residential Development:** The County supports the protection of existing coastal single-family residential neighborhoods and property values by encouraging low-impact development principles, impervious coverage thresholds, public trust access, and preservation of tree canopy.
>
> **Policy 5.1.HH: Recreational Development:** The County encourages and supports expansion and preservation of public and private recreational lands.

The proposed recreational use is consistent with the above policies and future land use designation as it is intended to increase water access for residents of the Long Point Estates community.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project.

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	**SUP** 2023-44	**Date**	11/3/2023
Application Fee	**$** 300.00	**Invoice Number**	00036778
Pre-Application Conference	N/A	**Hearing Date**	BOCC 12.4.2023

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Long Point Estates HOA, Inc.	**Owner's Name:**	Long Point Estates HOA, Inc.
Applicant's Address:	PO Box 12051	**Owner's Address:**	PO Box 12051
City, State, & Zip	Wilmington, NC 28405	**City, State, & Zip**	Wilmington, NC 28405
Phone Number:	910-508-7476 (c/o Applicant/Owner's Attorney Matt Nichols)	**Phone Number:**	910-508-7476 (c/o Applicant/Owner's Attorney Matt Nichols)
Email Address:	matt@mattnicholslaw.com	**Email Address:**	matt@mattnicholslaw.com

Legal relationship of applicant to landowner: Same

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3291-07-5002-0000 3291-07-4166-0000	**Total property acreage:**	Approx. 1.97 acres
Zoning Classification:	RP	**Acreage to be disturbed:**	N/A, docking/pier facility
Water Provider:	NA	**Wastewater Provider:**	NA
Project Address:	719 Hughes Road.	**NAICS Code:**	
Description of Project Location:	Off Hughes Road in Hampstead, Pender County, North Carolina on Mill Creek		
Describe activities to be undertaken on project site:	Five (5) slip community boating facility expansion in the Long Point residential community. The proposed new pier will tie into the existing bulkhead with 5 fixed finger piers. The proposed project has already been approved by NCDEQ-DCM (CAMA Major Permit No. 80-23 issued 7/21/23) (copy attached).		

SECTION 3: SIGNATURES

Applicant's Signature	Tim Brock	**Date:**	11/13/23
Applicant's Printed Name:	Tim Brock, President, for Long Point Estates HOA, Inc.	**Date:**	11/13/23
Owner's Signature	Tim Brock	**Date:**	11/13/23
Owner's Printed Name:	Tim Brock, President, for Long Point Estates HOA, Inc.	**Date:**	11/13/23

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Project Narrative:

The Applicant/Property Owner, Long Point Estates HOA, Inc., is requesting a Special Use Permit for the expansion of the HOA's existing residential, 5-slip boating facility dock to allow for an additional 5 boat slips. The proposed facility is considered a "community boating facility" under the Pender County UDO and requires the issuance of a Special Use Permit (SUP) in the RP zoning district. Within the Long Point Estates residential community, all properties have water access excluding 5 homeowners. The Applicant is proposing 5 additional boat lifts to accommodate the remaining property owners within the community that are lacking boat slips. Currently in this location, there is an existing bulkhead, one floating dock, and three finger piers accommodating five boat slips. The properties to the north have boat ramps and parking. The proposed expansion would consist of adding a fixed pier measuring approximately 110 feet by 6 feet that will tie into the existing bulkhead and provide access to 5 fixed finger piers that will measure approximately 36 by 4 feet with the addition of 5 more lift slips.

This site has direct access off of Hughes Road in Hampstead which is an improved public secondary road. The Applicant/HOA's property consists of two adjacent parcels totaling approximately 1.97 acres with approximately 370 feet of combined shoreline along Mill Creek. As the proposed project is an expansion of an existing boating facility, it will not require additional water or sewer facilities.

The proposed dock facility expansion has already received a Major CAMA Permit (Permit No. 80-23, a copy of which is attached as Exhibit A) from NCDEQ-DCM and is subject to the 26 conditions listed therein.

Special Use Permit Criteria:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;

The proposed project is a Community Boating Facility as defined in the Pender County UDO Appendix A Definitions as follows:

> *COMMUNITY BOATING FACILITY: A private, nonprofit boating facility with navigable water frontage which includes a dock, pier, and/or launching ramp which is intended to serve five (5) or more residential units. Must be owned/controlled by a Homeowners Association (HOA) or any type of development association or collective owners group where more than one family has privileges to use facility. Commercial activities of any kind, including commercial letting of slips to parties that are not residents of the association or development, shall be prohibited.*

Community Boating Facility is a use permitted by Special Use Permit in the RP district as illustrated in UDO Sec. 5.2.3 *Table of Permitted Uses.*

2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;

The proposed use is an expansion of an existing residential docking facility from 5 slips to 10 slips. The proposed project is entirely consistent with what currently exists in this location. Both adjacent properties have water and boat access structures. The property to the north has a boat ramp and parking and the property to the south is a single-family home with a fixed pier and floating dock. The subject property has a long shoreline with ample room to accommodate the proposed water dependent structure. The proposed use will not interfere with any other properties.

Additionally, the proposed project has already received a Major CAMA permit from NCDEQ-DCM. As part of the extensive CAMA Major permitting review process, the project has been reviewed by the North Carolina Division of Coastal Management, Division of Marine Fisheries, Division of Water Resources, NCDEMLR, the North Carolina Commerce Department, Historic Preservation Office, the Wildlife Resources Commission, and the U.S. Army Corps of Engineers. A series of 26 conditions are listed on the CAMA Permit (attached) to ensure that the project is consistent with all regulatory requirements.

3) The proposed use shall not constitute a nuisance or hazard;

In addition to the foregoing, the use of the proposed facility will be a continuation of its current customary and historic use. The proposed SUP will accommodate an additional 5 residential properties within Long Point Estates, subject to all 26 conditions and requirements of the CAMA Major Permit. The proposed use will not create a nuisance or a hazard and there will be little noticeable change to the current use of the property, only the expansion of the pier and docking facility. Additionally, the proposed expansion will be constructed in accordance with all applicable building and safety regulations.

4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;

The subject property is classified Coastal Residential on the Future Land Use map. The Pender County 2.0 Comprehensive Land Use Plan ("Comprehensive Plan") states that in Coastal Residential areas "[a]ppropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private)." (Comprehensive Plan pg. 5-23). It further lists among the desired uses for this designation "[r]ecreation, parks, and open space". The proposed project is consistent with this designation and these uses, as further evidenced by NCDEQ-DCM's issuance of the CAMA Major Permit.

5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;

The property is located on an improved public road with sufficient access to the site. Sufficient infrastructure is currently in place to accommodate the proposed low-intensity use and expansion of the existing residential boat docking facility.

6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;

As the use of the proposed facility is limited to residents of Long Point, no increase in traffic impacts are anticipated. The existing access off Hughes Road is sufficient for the proposed low-intensity use and expansion of the existing residential boat docking facility.

7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and

The special use will conform with all applicable regulations of the RP District. Additionally, the proposed use will meet the supplemental requirements listed in UDO Sec. 5.3.12.D specific to Community Boating Facilities as follows:

C. Community Boating Facility

1) Must serve five (5) or more residential units and may include a dock, pier, ramp, or launching pad.

The proposed project will expand the existing residential boating facility from five to ten slips.

2) No commercial activities of any kind shall be allowed within the confines of the facility.

There are no proposed commercial activities for the expanded pier/docking structure.

3) Approved Special Use Permits are required in all zoning districts unless the proposed facility is illustrated in conjunction with a development which requires a master development plan. Sufficient detail must be provided on the master plan to allow the Planning Board to make an informed decision on the facility's impacts to the surrounding properties throughout the public hearing process.

The Applicant/Owner is requesting a Special Use Permit for this project.

8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

The proposed use will have no adverse impact on surrounding uses. To the contrary, the proposed use will complement surrounding uses and will enhance the Long Point residential community. The project is entirely consistent with the surrounding properties. Both adjacent properties have water and boat access structures. The property to the north has a boat ramp and parking and the property to the south is a single-family home with a fixed pier and floating dock. The Subject Property has a long shoreline with ample room to accommodate the proposed structure without interfering with other properties.

ATTACHMENT 1: SITE PLAN

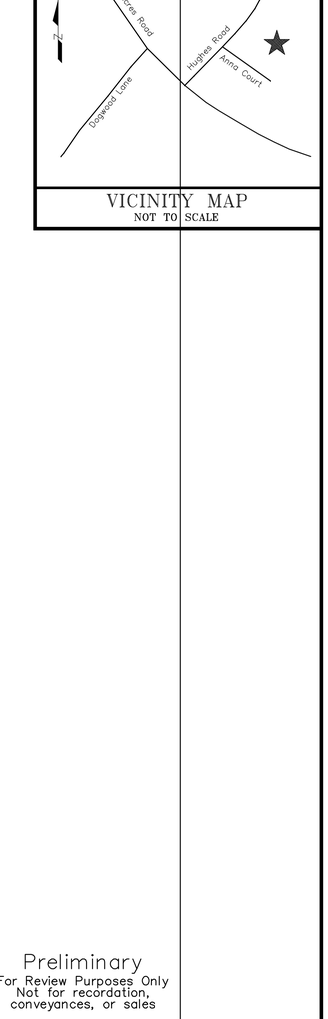
NOTES:

1.) Boundary information taken from Map Book 36 Page 47, ~~Map Book 48 Page 128, Map Book 52~~ Page 88, Map Book 54 Page 129.

2.) This map is drawn to show the proposed boat slips for Long Point Estates HOA, Inc and is for illustrative purposes only.

Preliminary
For Review Purposes Only
Not for recordation,
conveyances, or sales





Preliminary
For Review Purposes Only
Not for recordation,
conveyances, or sales

Owner:
Long Point Estates HOA, Inc
P.O. Box 12051
Wilmington, NC 28405

EXHIBIT
MAP OF
Long Point Estates HOA, Inc.

Boat Slip Assignments
Tract B-2
Topsail Township, Pender County
North Carolina

November 13, 2023

BAR SCALE 1"=30'

30' 15' 0' 30' 60' 90'

Talbot Land Surveying, P.C.
16747 U.S. Hwy 17, Suite 118
Hampstead, North Carolina 28443
Firm License C-2722
Phone: (910) 270-9824

Job# 2370
Drafted by: PDT
Drawing Name: 2370.dwg

2023 - PAUL E. TALBOT, PLS

CERTIFICATE OF ACCURACY & MAPPING

I, Paul D. Talbot, do certify that this plat was drawn under my supervision from previously recorded information (deed descriptions as noted and referenced); that the boundaries are not surveyed; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 2nd day of August, A.D., 2010.

This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

NORTH CAROLINA PROFESSIONAL SEAL L-4099 LAND SURVEYOR PAUL D. TALBOT

Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales

Paul D. Talbot P.L.S. L-4099

NOTES:

1.) Boundary information taken from Map Book 36 Page 47, Map Book 48 Page 128, Map Book 52 Page 88, Map Book 54 Page 129.

2.) This map is drawn to show the proposed boat slips for Long Point Estates HOA, Inc and is for illustrative purposes only.

PARCEL IDENTIFIER CERTIFICATE

Parcel Identifiers have been issued for all parcels shown on this plat.

Tax Supervisor

Date

Parcel #s 3291-07-5002-0000

REVIEW OFFICER CERTIFICATE

I, _____, Review Officer of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

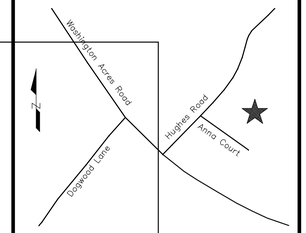
CERTIFICATE OF REGISTRATION BY THE REGISTER OF DEEDS

STATE OF NORTH CAROLINA
PENDER COUNTY

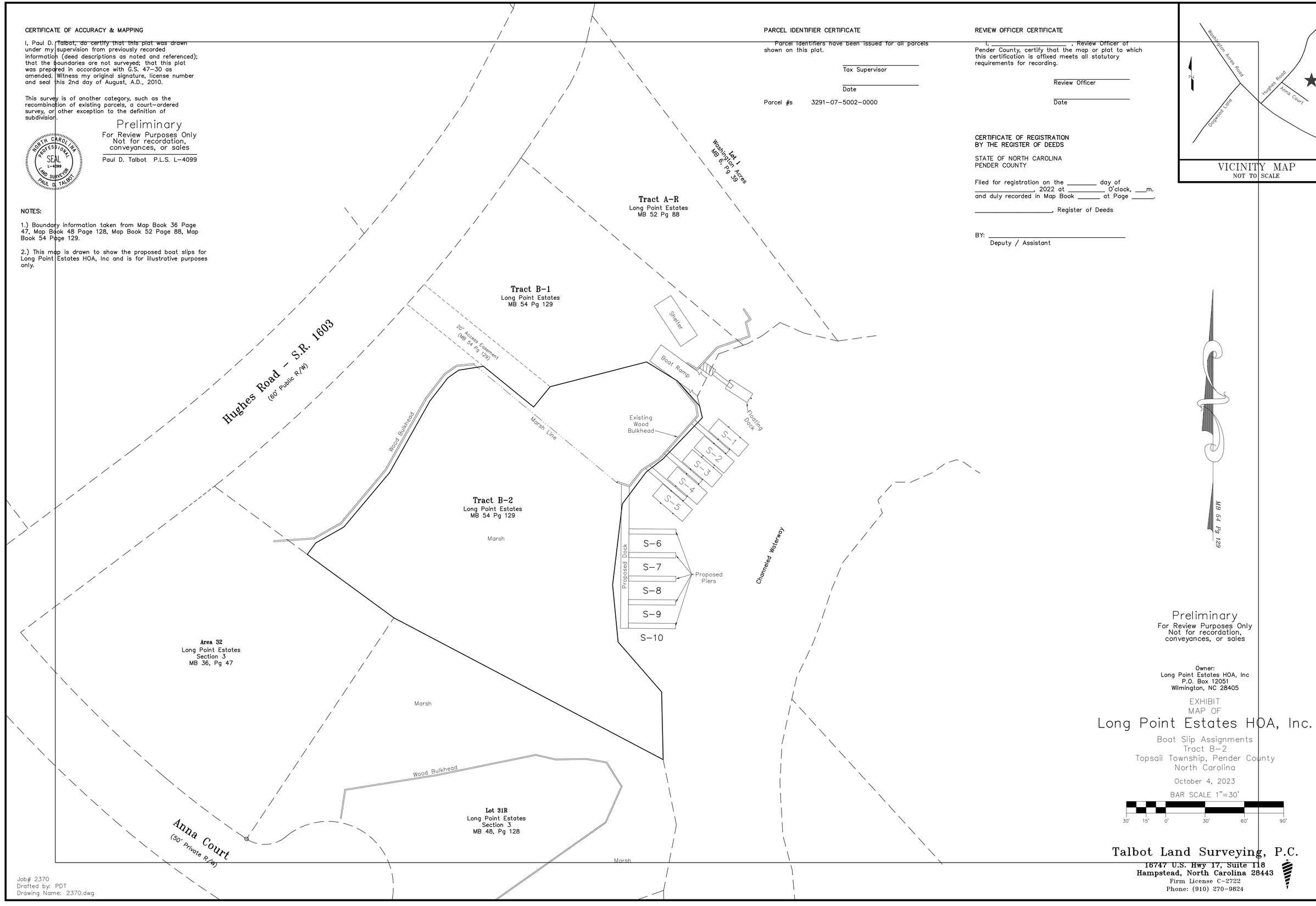
Filed for registration on the _____ day of _____, 2022 at _____ O'clock, ___m. and duly recorded in Map Book _____ at Page _____.

_____, Register of Deeds

BY: _____
Deputy / Assistant



VICINITY MAP
NOT TO SCALE



Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales

Owner:
Long Point Estates HOA, Inc
P.O. Box 12051
Wilmington, NC 28405

EXHIBIT
MAP OF

Long Point Estates HOA, Inc.

Boat Slip Assignments
Tract B-2
Topsail Township, Pender County
North Carolina

October 4, 2023

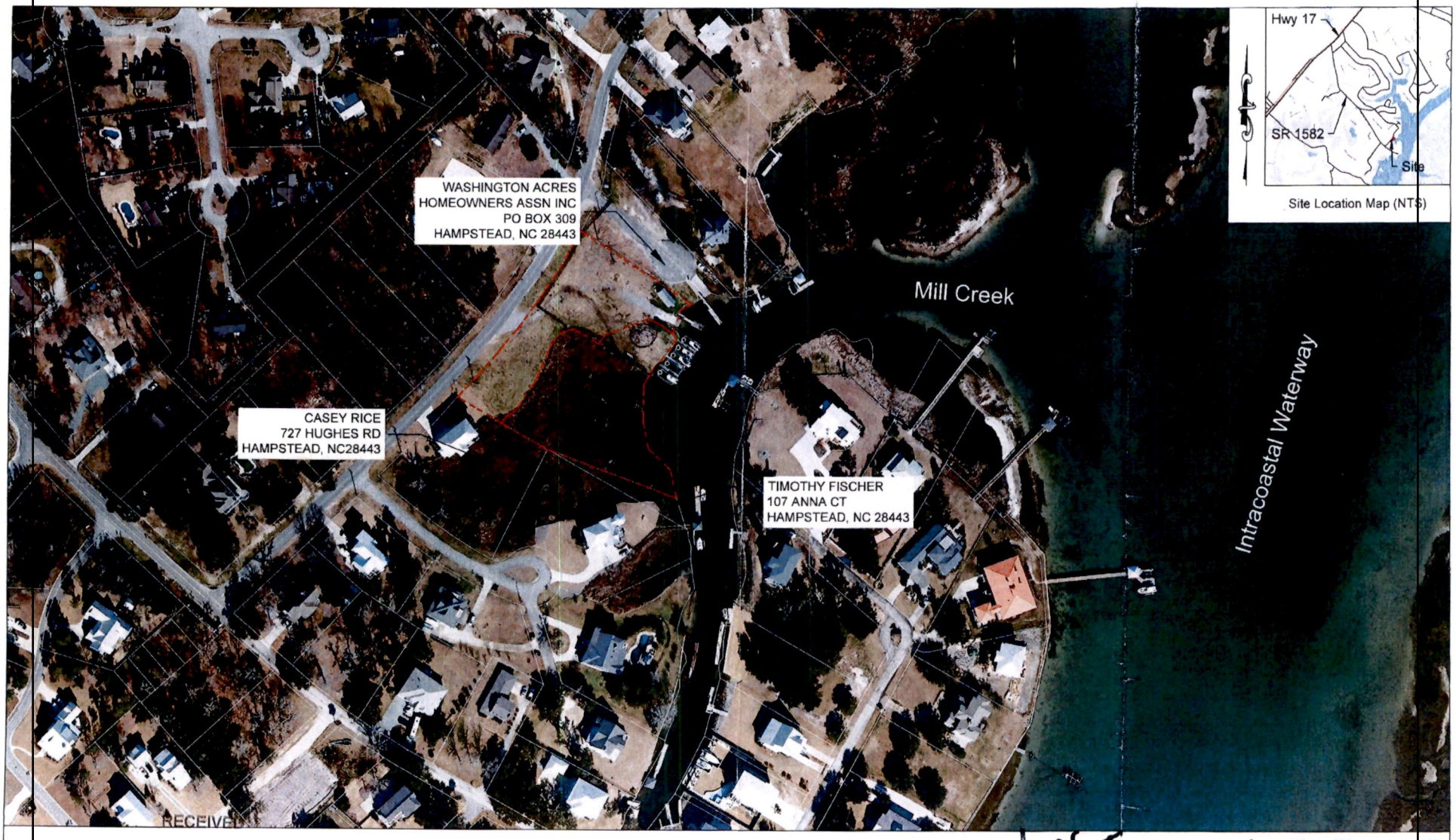
BAR SCALE 1"=30'

30' 15' 0' 30' 60' 90'

Talbot Land Surveying, P.C.
16747 U.S. Hwy 17, Suite 118
Hampstead, North Carolina 28443
Firm License C-2722
Phone: (910) 270-9824

Job# 2370
Drafted by: PDT
Drawing Name: 2370.dwg

2023 - PAUL D. TALBOT, PLS



RECEIVED
MAR 22 2023
DCM WILMINGTON, NC

1 of 5

Legend
Subject Tax Parcel

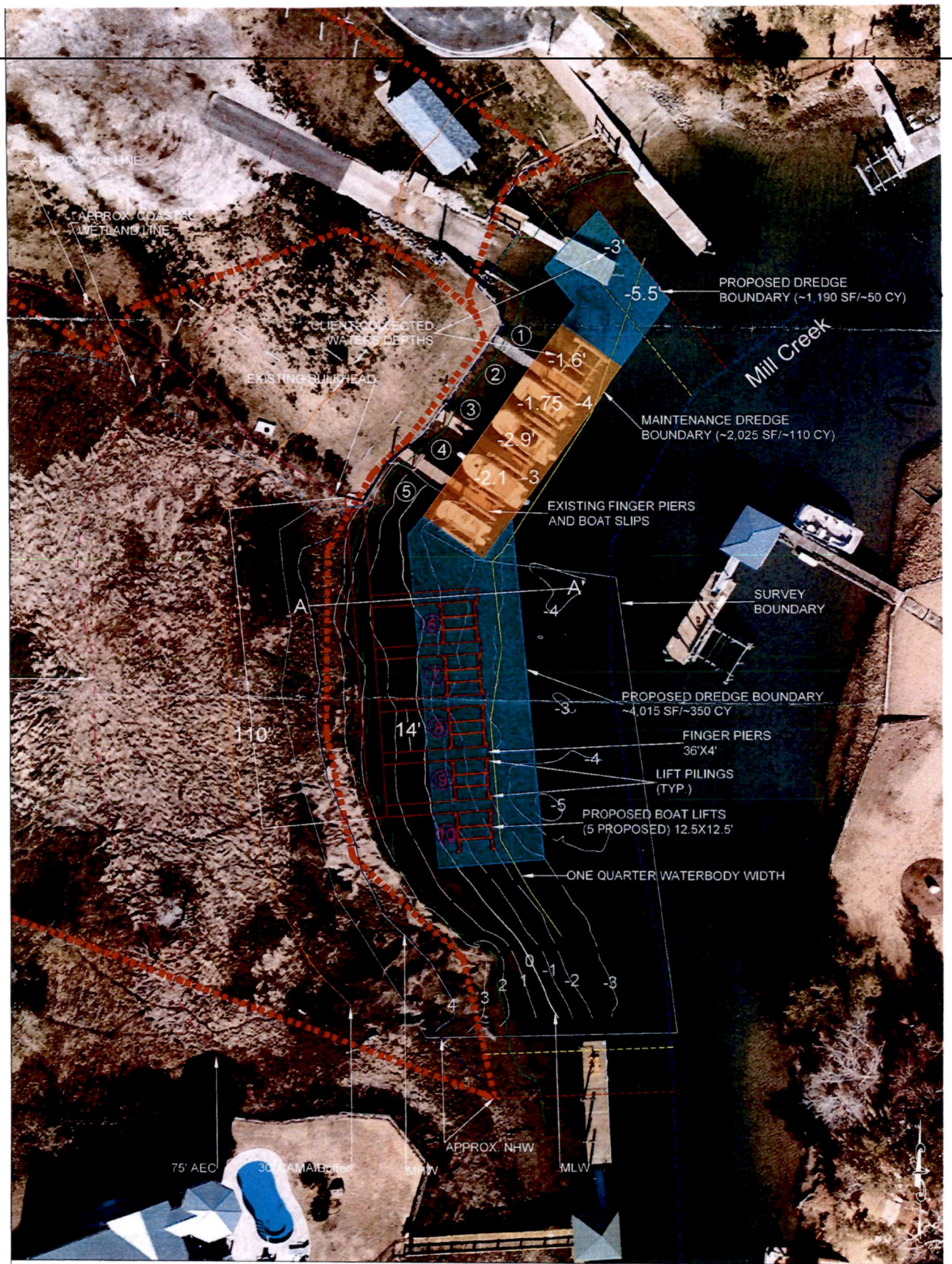
NOTES:
1. 2018 PARCELS AND 2022 AERIAL FROM NEARMAP.
3. NOT A SURVEYED OR ENGINEERED DRAWING. FOR ENVIRONMENTAL PERMITTING ONLY.

0 100 200 400

DAVEY Resource Group
3805 Wrightsville Ave Suite 15
Wilmington, North Carolina 28403
910-452-0001

Project: 719 Hughes Rd	Date: 2/22/2023	Revision Date: 3/20/2023
Title: Site Location	Scale: 1" = 200'	Job Number: DRGNCW22.169
	Drawn By: SH	Sheet Number: 1 of 5

L:\CAMA\2022 CAMA FILES\DRGNCW22.169 --- 719 Hughes Rd. Long Point Estates HOA\Major Permit 2022\719 Hughes Rd - Major2.dwg



Legend

- Subject Tax Parcel
- Proposed Pier
- 15' Riparian Setback
- Riparian Corridor
- Edge of Marsh
- Approx. Channel Line

0 15 30 60

RECEIVED
MAR 22
DCM WILMINGTON, NC

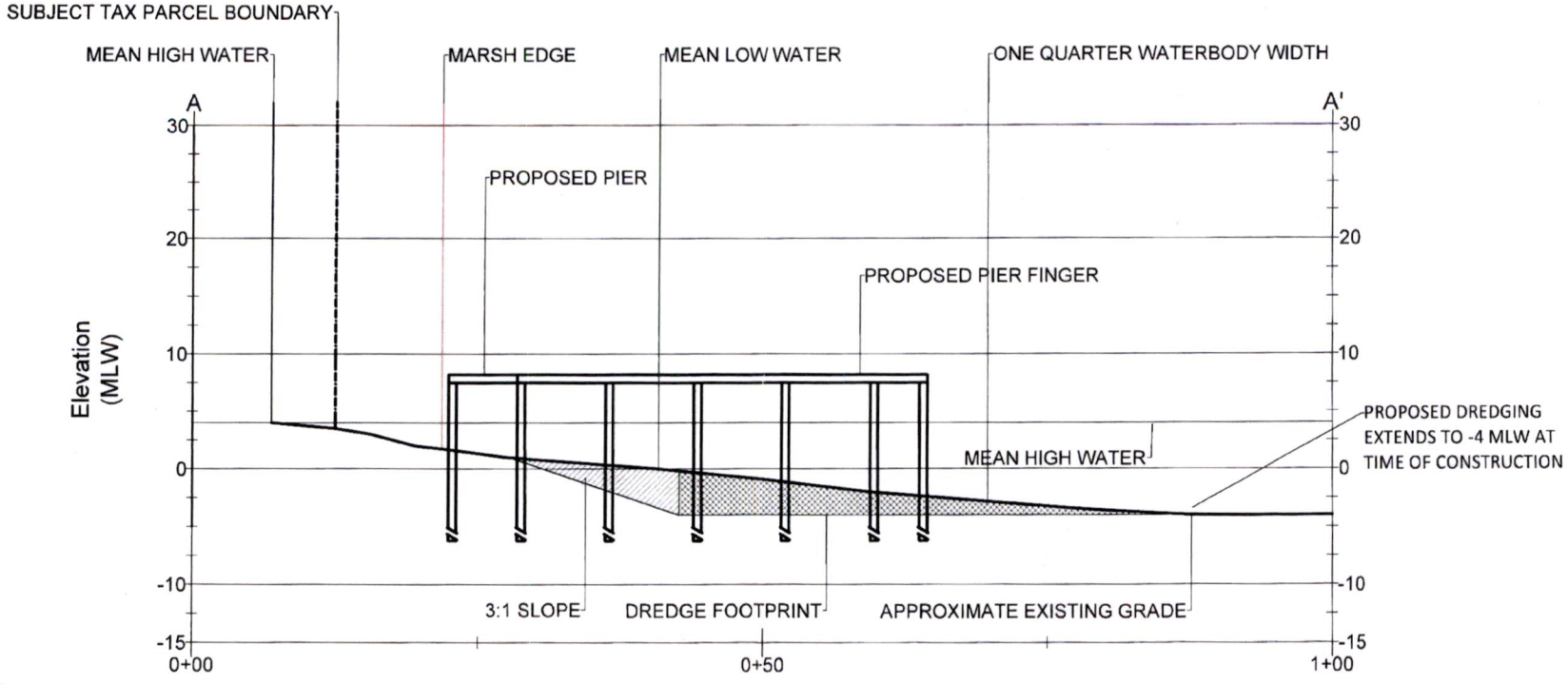
NOTES:
1. 2018 PARCELS AND JAN. 2023 AERIAL FROM NEARMAP.
2. CONTOURED WATER DEPTHS RELATIVE TO MLW. NAVD88. SURVEY DATA PROVIDED BY ESP ASSOCIATES, P.A. FROM APRIL 5, 2022.
3. ADDITIONAL WATER DEPTHS PROVIDED BY CLIENT AND TAKEN AT LOW TIDE ON MARCH 17, 2023
4. NOT A SURVEYED OR ENGINEERED DRAWING. FOR ENVIRONMENTAL PERMITTING ONLY.

DAVEY Resource Group
3805 Wrightsville Ave Suite 15
Wilmington, North Carolina 28403
910-452-0001

Project	Date	Revision Date
719 Hughes Rd	2/22/2023	3/20/2023
Title: Plan View 1	Scale: 1"=30'	Job Number: DRGNCW22.169
	Drawn By: SH	Sheet Number: 2 of 5

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TYPICAL PROFILE VIEW



RECEIVED
MAR 2 2 2023
DCM WILMINGTON, NC

3 of 5

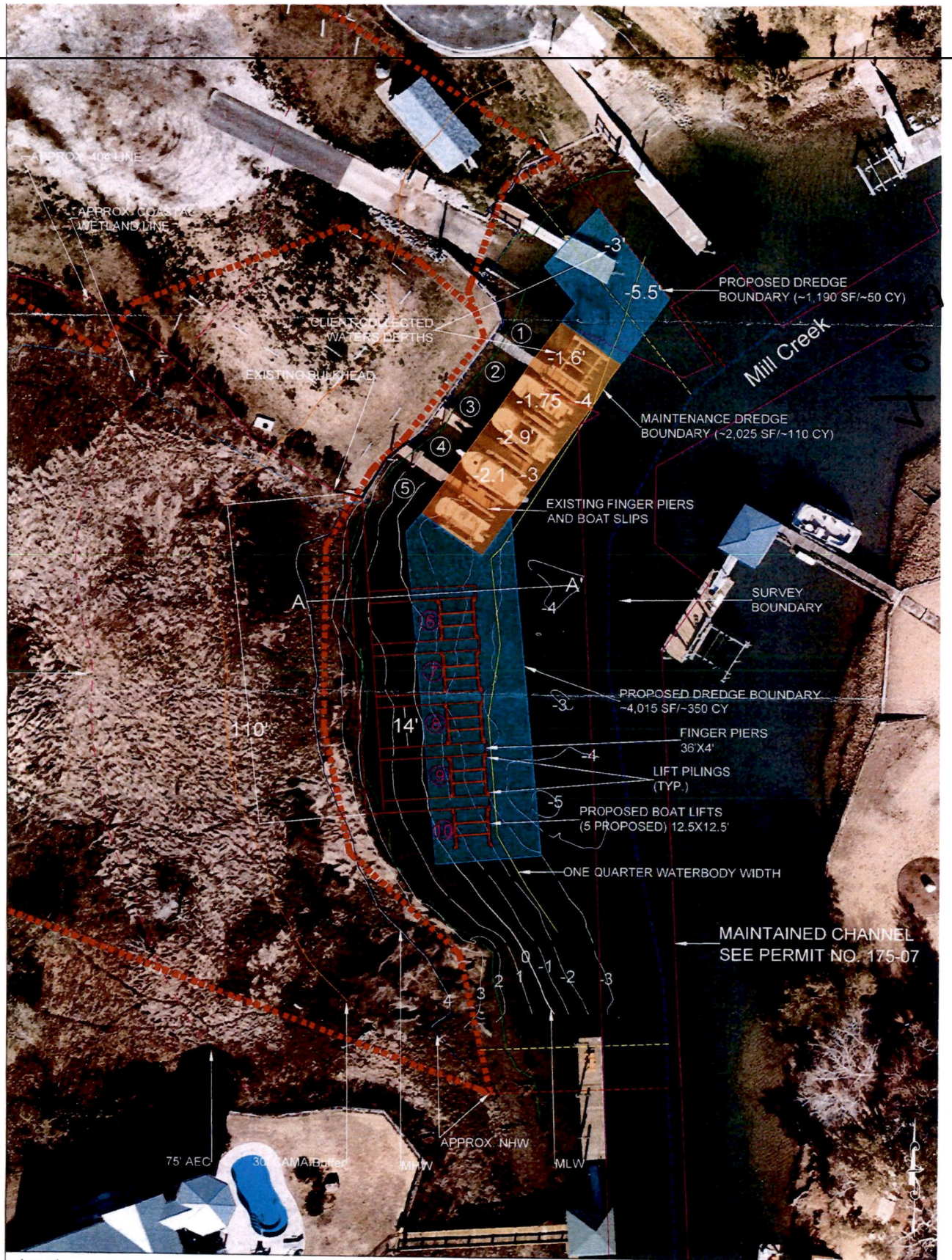
NOTES:
1. ELEVATION DATUM IS BASED ON MEAN LOW WATER.
2. APPROXIMATE EXISTING GRADE IS DERIVED FROM ESP ASSOCIATES, P.A. SURVEY FROM APRIL 5, 2022.
3. NOT A SURVEYED OR ENGINEERED DRAWING. FOR ENVIRONMENTAL PERMITTING ONLY.

0 5 10 20

DAVEY Resource Group
3805 Wrightsville Ave Suite 15
Wilmington, North Carolina 28403
910-452-0001

Project: 719 Hughes Rd	Date: 2/22/2023
Title: Profile A	Revision Date: 3/10/2023
Scale: 1" = 10	Job Number: DRGNCW22169
Drawn By: SH	Sheet Number: 3 of 5

L:\CAMA\2022 CAMA FILES\DRGNCW22.169 --- 719 Hughes Rd. Long Point Estates HOA\Major Permit 2022\719 Hughes Rd - Major2.dwg



Legend

- Subject Tax Parcel
- Proposed Pier
- 15' Riparian Setback
- Riparian Corridor
- Edge of Marsh
- Approx. Channel Line

0 15 30 60

RECEIVED
MAR 22 2023
DCM WILMINGTON, NC

NOTES:
1. 2018 PARCELS AND JAN. 2023 AERIAL FROM NEARMAP.
2. CONTOURED WATER DEPTHS RELATIVE TO MLW. NAVD88. SURVEY DATA PROVIDED BY ESP ASSOCIATES, P.A. FROM APRIL 5, 2022.
3. ADDITIONAL WATER DEPTHS PROVIDED BY CLIENT AND TAKEN AT LOW TIDE ON MARCH 17, 2023.
4. NOT A SURVEYED OR ENGINEERED DRAWING. FOR ENVIRONMENTAL PERMITTING ONLY.

DAVEY Resource Group
3805 Wrightsville Ave Suite 15
Wilmington, North Carolina 28403
910-452-0001

Project	Date	Revision Date
719 Hughes Rd	2/22/2023	3/20/2023
Title: Plan View with Maintained Channel	Scale: 1"=30'	Job Number: DRGNCW22.169
	Drawn By: SH	Sheet Number: 4 of 5

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Legend

Subject Tax Parcel

RECEIVED
MAR 22 2023
DCM WILMINGTON, NC

NOTES:
1. 2018 PARCELS AND 2022 AERIAL FROM NEARMAP.
2. NOT A SURVEYED OR ENGINEERED DRAWING. FOR ENVIRONMENTAL PERMITTING ONLY.

0 15 30 60

DAVEY Resource Group
3805 Wrightsville Ave Suite 15
Wilmington, North Carolina 28403
910-452-0001

Project	Date	Revision Date
719 Hughes Rd	2/22/2023	3/10/2023
Scale		Job Number
1"=30'		DRGNCW22 169
Title	Drawn By	Sheet Number
Spoil Location	SH	5 of 5

L:\CAMA\2022 CAMA FILES\DRGNCW22.169 — 719 Hughes Rd, Long Point Estates HOA\Major Permit 2022\719 Hughes Rd - Major2.dwg

ATTACHMENT 2: CAMA PERMIT

Permit Class
NEW

Permit Number
80-23

STATE OF NORTH CAROLINA
Department of Environmental Quality
and
Coastal Resources Commission

Permit

for

X Major Development in an Area of Environmental Concern pursuant to NCGS 113A-118

X Excavation and/or filling pursuant to NCGS 113-229

Issued to **Long Point Estates HOA, Inc., 2107 Landings Way, Raleigh, NC 27615**

Authorizing development in Pender County at adj. to Mill Creek, at 719 Hughes Rd in Hampstead, as requested in the permittee's application dated 3/20/23 (MP-1, MP-2, MP-4), including work plan drawings (5) Sheets 1-5 dated 3/20/23.

This permit, issued on **July 21, 2023**, is subject to compliance with the application (where consistent with the permit), all applicable regulations, special conditions and notes set forth below. Any violation of these terms may be subject to civil or criminal penalties; or may cause the permit to be null and void.

Docking Facility Expansion

1) This permit authorizes only the docks, piers, boatlifts, and other structures and uses located in or over the water that are expressly and specifically set forth in the permit application. No other structure, whether floating or stationary, shall become a permanent part of this docking facility without permit modification. No non-water dependent uses of structures shall be conducted on, in or over Public Trust waters without permit modification.

2) This permit authorizes 5 additional formalized boat slips for a maximum of 10 formalized boat slips at this docking facility.

(See attached sheets for Additional Conditions)

This permit action may be appealed by the permittee or other qualified persons within twenty (20) days of the issuing date.

This permit must be accessible on-site to Department personnel when the project is inspected for compliance.

Any maintenance work or project modification not covered hereunder requires further Division approval.

All work must cease when the permit expires on

July 21, 2028

In issuing this permit, the State of North Carolina agrees that your project is consistent with the North Carolina Coastal Management Program.

Signed by the authority of the Secretary of DEQ and the Chair of the Coastal Resources Commission.

For Braxton C. Davis, Director
Division of Coastal Management

This permit and its conditions are hereby accepted.

Signature of Permittee

ADDITIONAL CONDITIONS

3) No sewage, whether treated or untreated, shall be discharged at any time from any boats using the mooring. Any sewage discharged at the mooring shall be considered a violation of this permit for which the permittee is responsible. This prohibition shall be applied and enforced throughout the entire existence of the permitted structure.

4) No portion of the authorized docking facility shall extend more than one quarter of the width of the water body. Measurements to determine width of the water body shall be made from the normal high-water line or the waterward edge of any coastal wetland vegetation which borders the water body, whichever is more restrictive.

5) The permittee shall install and maintain at his expense any signal lights or signals prescribed by the U.S. Coast Guard, through regulation or otherwise, on the authorized facilities. At minimum, permanent reflectors shall be attached to the structure in order to make it more visible during hours of darkness or inclement weather.

6) No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the authorized work.

7) Any portion of the permitted access pier and docking facilities built over wetlands shall not exceed six feet in width and shall be elevated a minimum of three feet above the wetland substrate as measured from the bottom of the decking.

8) The authorized structure and associated activity shall not cause an unacceptable interference with navigation and shall not exceed the dimensions shown on the attached permit drawings.

Boat Basin Expansion

9) No excavation shall take place outside of the area indicated on the workplan drawings.

10) Excavation shall not exceed -4 feet below the normal low water level. In no case shall the depth of excavation exceed the depth of connecting waters.

11) The temporary placement or double handling of excavated or fill materials within waters or vegetated wetlands is not authorized.

12) No excavated or fill material shall be placed at any time in any vegetated wetlands/marsh or surrounding waters outside of the alignment of the fill area indicated on the workplan drawing(s).

13) No excavation shall take place within 10 feet of any Coastal Wetlands.

14) All mechanized equipment will be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the recent of a spill of petroleum products or any other hazardous waste, the permittee shall immediately report it to the N.C. Division of Water Resources at (919) 733-5083, Ext. 526 or (800) 662-7956 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

ADDITIONAL CONDITIONS

Maintenance Clause

15) The Division of Coastal Management shall be notified in writing at least two (2) weeks in advance of any maintenance excavation work authorized by this permit, and such notification shall include:
   A. The number of the original permit.
   B. A statement that no dimensional changes are proposed.
   C. A copy of the original permit plans with cross-hatching indicating the area to be maintained, the area to be used for dredge material disposal, and the estimated amount of material to be removed. The location, design and holding capacity of the dredge material disposal site shall be approved by a representative of the Division prior to the initiation of any maintenance dredging activities.
   D. The date of map revision and the permittee's signature shown anew on the original plan.

Dredge Material Disposal

16) No dredge material shall be placed within 30 feet of the normal high-water line.

17) All excavated materials shall be confined above normal high water and landward of regularly or irregularly flooded marsh behind adequate dikes or other retaining structures to prevent spillover of solids into any marsh or surrounding waters. The barriers shall be maintained and functional until the site is graded and stabilized.

18) The diked disposal area shall be constructed a sufficient distance from the normal high-water level or any marsh and sufficiently maintained to eliminate the possibility of dike erosion or dredge material deposition into surrounding wetlands or waters.

19) The dredge material disposal area shall be inspected and approved by a representative of the Division of Coastal Management prior to the commencement of any dredging activities.

20) The permittee and/or their contractor shall take all necessary precautions to ensure that the dredge material is properly contained during transport to the disposal site, and that all the proper coordination has taken place with the local or state governments to ensure that any damage to public streets caused by transport of the dredge material has been addressed.

USACE Conditions

21) In order to further protect the endangered West Indian Manatee, *Trichechus manatus,* the applicant must implement the U.S. Fish & Wildlife Service's Guidelines, and strictly adhere to all requirements therein. The guidelines can be found at https://www.fws.gov/raleigh/pdfs/ManateeGuidelines2017.pdf.

Sedimentation and Erosion Control

22) In order to protect water quality, runoff from construction shall not visibly increase the amount of suspended sediments in adjacent waters.

23) Appropriate sedimentation and erosion control devices, measures or structures shall be implemented to ensure that eroded materials do not enter adjacent wetlands, watercourses or properties.

ADDITIONAL CONDITIONS

General

24) This permit shall not be assigned, transferred, sold, or otherwise disposed of to a third party without the written approval of the Division of Coastal Management.

25) All construction debris associated with the removal or construction of the permitted development shall be contained within the authorized project area and disposed of in an approved upland location.

26) The permittee and/or their contractor shall meet with a representative of the Division prior to project initiation.

NOTE: This permit does not eliminate the need to obtain any additional state, federal or local permits, approvals or authorizations that may be required.

NOTE: The U.S. Army Corps of Engineers authorized the project by way of Programmatic General Permit 198000291 (Action ID SAW-2023-00717).

NOTE: The N.C. Division of Water Resources authorized the proposed project by way of General Water Quality Certification 4497 and assigned the project DWR Project No. 20230471.

NOTE: Future development of the permittee's property may require a modification of this permit. Contact a representative of the Division at (910) 796-7215 prior to the commencement of any such activity for this determination. The permittee is further advised that many non-water dependent activities are not authorized within 30 feet of the normal high-water level.

NOTE: An application processing fee of $400 was received by DCM for this project. This fee also satisfied the Section 401 application processing fee requirements of the Division of Water Resources.

ATTACHMENT 3: SUP REVIEW PROCEDURES

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

Pender County
REZONE 2023-54: Request to modify and expand an existing Conditional Zoning District (GB-CD1) across approximately 6.8 acres in the Topsail Township

TO:	Board of County Commissioners
FROM:	Adam Moran
DATE:	December 4, 2023
SUBJECT:	REZONE 2023-54: Request to modify and expand an existing Conditional Zoning District (GB-CD1) across approximately 6.8 acres in the Topsail Township

SUMMARY:
Lewis Landing LLC, applicant on behalf of Glenn Lewis, owner, Mark Lewis, owner, Mark M Lewis, owner, and Sloop Point Marina Owner's Association, owner, is requesting the approval of a Conditional Use Zoning Map Amendment to expand the current General Business – Conditional District 1 (GB-CD1) to adjacent properties that are currently zoned Residential Performance (RP). The purpose of the rezoning is to expand the existing dry stack boat storage facility as well as to allow for a restaurant, office, and retail space. The subject properties are located about 0.5 miles southeast of the intersection of Sloop Point Loop Road and Lewis Road, in the Topsail Township and may be further identified by Pender County PINs 4224-02-0810-0000, 4224-02-7174-0000, 4224-02-7017-0000, 4224-01-6909-0000.

ACTION REQUESTED:
To hold a public hearing and consider the proposal.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Legal Description of Property
5. Attachment 1: Summary of Existing Conditional Zoning District
6. Attachment 2: Site Plan
7. Attachment 3: Community Input Meeting Summary

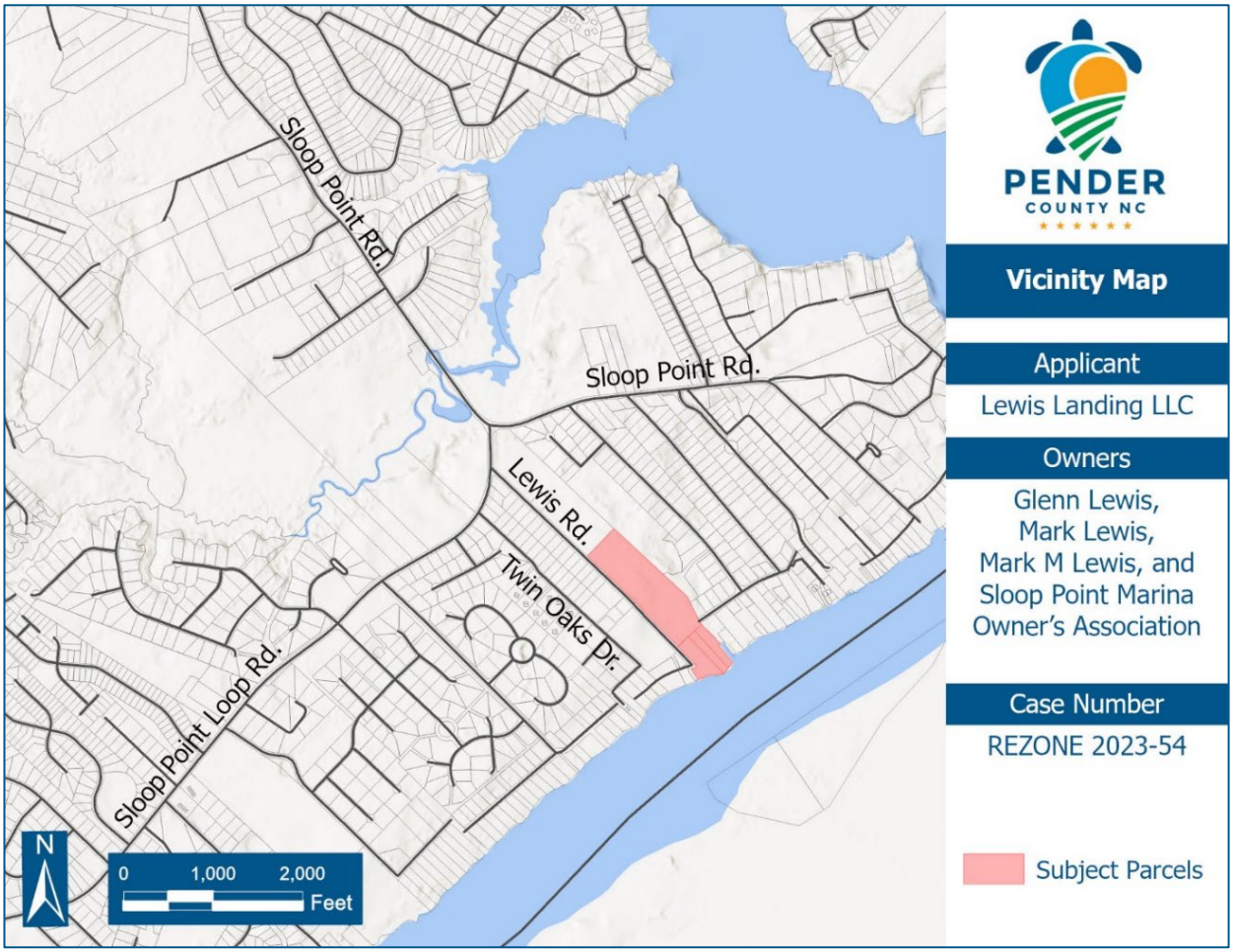
STAFF REPORT FOR REZONE 2023-54
CONDITIONAL ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-54
Hearing Dates	November 14, 2023 – Planning Board December 4, 2023 – Board of Commissioners
Applicant	Lewis Landing, LLC
Property Owners	Glenn Lewis, Mark Lewis, Mark M Lewis, and Sloop Point Marina Owner's Association
Parcel Identification Number(s)	4224-02-0810-0000, 4224-02-7174-0000, 4224-02-7017-0000, 4224-01-6909-0000
Proposed Rezoning Area	Approximately 6.8 acres
Township	Topsail
Pender 2.0 Future Land Use Category	Commercial Waterfront & Coastal Residential

REZONING PROPOSAL
Lewis Landing LLC, applicant on behalf of Glenn Lewis, owner, Mark Lewis, owner, Mark M Lewis, owner, and Sloop Point Marina Owner's Association, owner, is requesting the approval of a Conditional Use Zoning Map Amendment to expand the current General Business – Conditional District 1 (GB-CD1) to adjacent properties that are currently zoned Residential Performance (RP). The purpose of the rezoning is to expand the existing dry stack boat storage facility as well as to allow for a restaurant, office, and retail space.

LOCATION
The subject properties are located about 0.5 miles southeast of the intersection of Sloop Point Loop Road and Lewis Road, in the Topsail Township and may be further identified by Pender County PINs 4224-02-0810-0000, 4224-02-7174-0000, 4224-02-7017-0000, 4224-01-6909-0000.

Figure 1. Below: Vicinity Map of the Area



REZONING & DEVELOPMENT PROPOSAL

The applicant is proposing to expand the existing conditional zoning district (GB-CD1) to include adjoining properties that are currently operating as a boat yard and are zoned Residential Performance (RP). The current proposal would expand the operation to add 356 more dry stack spaces (to a total of 580 spaces) on three additional 42' tall dry stack structures, while also converting the current ship's store to a restaurant. Other proposed uses for the site include an office, retail space, boat storage, boat sales, and boat service. Please see the attached **Narrative** and **Legal Property Description** for more information. The existing conditional zoning district (GB-CD1) and associated major site development plan was approved in 2017 for 224 dry stack boat storage spaces and a retail store on 2.22 acres (PIN: 4224-01-6909-0000) (see **Attachment 1** for a summary of the existing conditional zoning district). The applicant's site plan, shown as **Attachment 2** (additionally, see excerpt below), provides an overview of the proposal and conceptual layout.

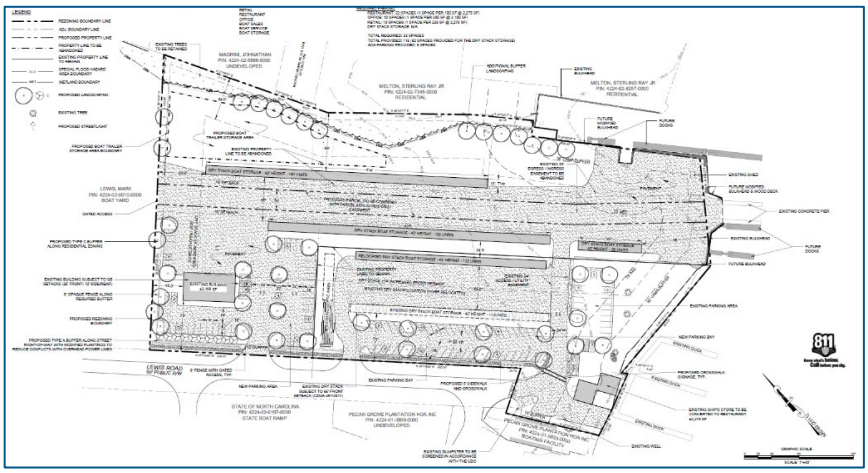
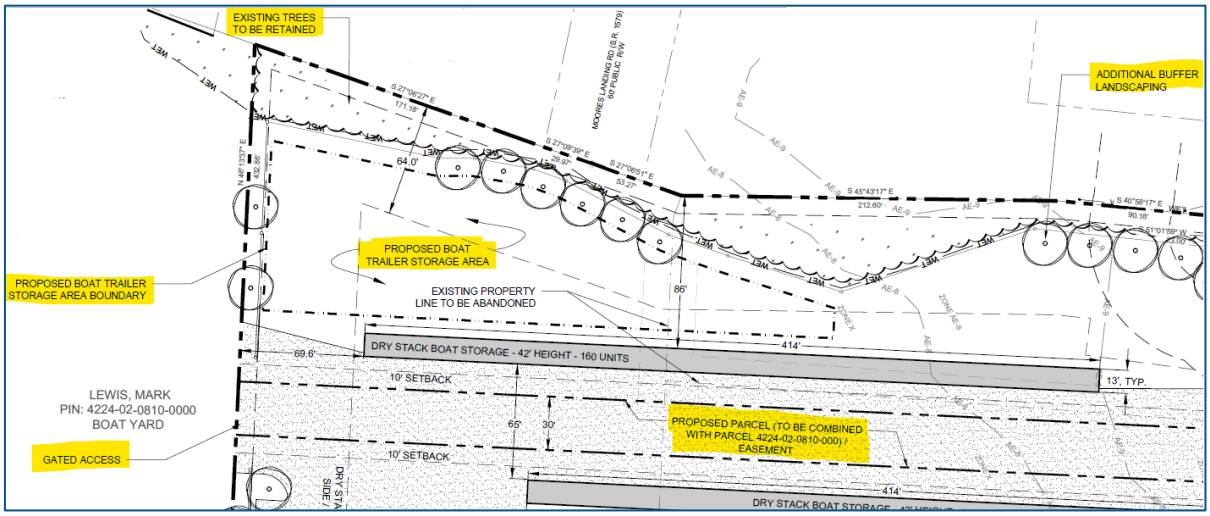


Figure 2. Above: Site Plan Excerpt

The Lewis family has operated a boat maintenance business on a portion of the subject parcels for several decades. They plan to continue to operate the business on the parcels they will retain as a result of this proposal. As part of their agreement with the owner of the dry stack boat storage business, they are planning to retain ownership of a 30’ wide strip of land stretching from their parcel remnant to the water through the subject parcels. This 30’ strip is to be combined with the remnant parcel (PIN: 4224-02-0810-0000) as part of the proposed conditions. This project’s proposed conditions include 10’ setbacks from this 30’ strip and a prohibition on placing any structure within the 30’ strip or its setbacks (see **Figure 3** below). This arrangement and proposed subdivision would allow both the Lewis Boat Maintenance business and the Dry Stack operation access to the 30’ strip of land. This arrangement also allows for preservation of the existing natural vegetative buffer and wetlands on the northern boundary of the property.

Figure 3. Below: Site Plan Excerpt Showing Trailer Storage, Buffer, and 30’ Access Parcel



Another proposed condition would allow for storage of boat trailers in a delineated section on the north side of the property between one of the new dry stack structures and the wetland buffer area (see **Figure 3** above). The applicant has also agreed to develop a 5’ sidewalk along Lewis Road that would be the beginning of a pedestrian network that would stretch along the length of Lewis Road. This current proposal increases the amount of parking compared to the existing conditional district.



Figure 4. Above: Aerial Map of the Subject Properties

Intent of Conditional Zoning, Article 3.3.9.B

A conditional zoning district (CZ) is intended for a development that has a high level of certainty of being constructed and the most expected application will contain a specified use or uses, permitted by right or special use, accompanied by a plan showing proof of concept, and typically including the spatial relation of uses and site elements.

If approved, the applicant would be required to submit a master development plan followed by a major site development plan for the project. The plans would be reviewed by staff and the Pender County Technical Review Committee (TRC). Review and approval of the plans would be an administrative procedure consistent with the requirements outlined in the Unified Development Ordinance (UDO). Changes to the proposed conditional zoning district, including an alteration of the proposed dimensional standards, uses, requirements, or conditions would require the applicant to submit an additional conditional zoning proposal in accordance with the UDO.

Dimensional Standards

Per Article 4.13 of the UDO, standards of a conditional zoning district are specific to the conditions of the site and are set by a conditional rezoning application. The applicant has proposed the following setbacks and dimensional standards for the site:

Table 1: Dimensional Standards & Setbacks

	Existing Dry Stack Structures	New Dry Stack Structures	Non Dry Stack Structures
Minimum Front Yard	66’	114’	25’
Minimum Side Yard	41’	64’	10’
Minimum Rear Yard	41’	64’	10’
Maximum Building Height	43’	42’	40’

Proposed Uses

The applicant is proposing six commercial uses within this district – Dry Stack Storage, Retail, Restaurant, Office, Boat Sales, Boat Service, and Boat Storage.

Table 2: List of Proposed Uses

Proposed Uses	
Boat Storage	Restaurant
Boat Sales	Retail
Boat Service	Office
Dry Stacks	

Landscaping and Buffers

The applicant has proposed a Type A buffer along the Lewis Road boundary, and a Type C buffer along the northern and western boundaries of the project. The southeastern and eastern boundaries along the waterfront are subject to the requirements of the 30’ State Coastal Area Management Area Act buffer and the 75’ Area of Environmental Concern requirements. These proposed buffers are consistent with the vegetative buffering requirements found in Article 8 of the UDO. The boundary along Lewis Road is concurrent with a power line and a proposed condition from staff of this application is to include a 5’ sidewalk either within the property or in the NCDOT right-of-way. The powerline and sidewalk will require the Lewis Road buffer to be modified to include understory trees and shrubs to prevent future conflicts with the infrastructure on site.

Significant Trees

A significant tree survey conforming with Article 8.1.3 of the UDO will be required prior to administrative approval of any subsequent Preliminary Plat or Site Development Plan within this project. Any significant tree proposed for removal shall be mitigated by the on-site planting of two (2) trees of the same species with a minimum caliper of 2 inches or greater. There are some notable trees near the waterfront and a notable existing vegetated buffer along the wetland areas on the north side of the property.

Public Input Meeting

As required by Article 3.3.9 of the UDO, the applicant hosted a public input meeting at the Hampstead Annex on October 9, 2023 from 3:30 PM - 5:00 PM. Notice of the meeting was mailed to all property owners within 500 feet of the subject parcels. As described in the applicant’s report of the meeting, 15 members of the public attended. Topics of discussion at

the meeting included: buffering and landscaping, parking, hurricane preparation, pedestrian safety, and dry stack facility improvements. The applicant's community public input meeting summary can be found in **Attachment 3**.

TRANSPORTATION INFRASTRUCTURE

Roadways and Access

The subject parcels have direct access to Lewis Road.

Traffic

The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. The proposed office building, restaurant, and retail uses are not projected to generate enough traffic daily or during peak hours to require a Traffic Impact Analysis. Please see **Table 3** below for the trip generation numbers based on the proposed uses. The nearest traffic count numbers from Sloop Point Road show less than 4,000 Average Annual Daily Traffic (AADT) from the NCDOT database.

Table 3: Trip Generation Projections

	Intensity	24 Hour Peak Volumes	AM Peak Hour Trips	PM Peak Hour Trips
ITE 712 – Small Office Building	3,100 SF	45	5	7
ITE 934 – High-Turnover (Sit-Down) Restaurant	2,275 SF	224	22	21
ITE 822 – Strip Retail Plaza	2,275 SF	124	5	15
TOTALS		**393**	**32**	**43**

Pedestrian Access

The applicant has agreed to proposed conditions of approval involving the installation of pedestrian infrastructure on or adjacent to the project site. Specifically, the applicant has agreed to provide a five-foot wide sidewalk along the northeast side of Lewis Road. The placement of this sidewalk will be determined with NCDOT's review and guidance at the Major Site Development Plan stage. This is a pedestrian facility that was recommended as part of the recently adopted Pender County Bicycle and Pedestrian Plan. Maintenance of this facility has not been agreed upon at this point. Additionally, the applicant has agreed to provide crosswalk facilities between the end of the sidewalk and the front of the restaurant (current ship's store). Another proposed condition is that signage be installed by the applicant around the crosswalk to warn pedestrians to be aware that the roadway will be used for heavy equipment because the boat forklift as well as other motor vehicles will be in operation in the same space.

OTHER INFRASTRUCTURE

Utilities

The site currently utilizes an existing private well and septic system. Relevant documentation from state, local, or private entities involved in the construction and operation of these systems will be required prior to site plan approval.

Stormwater

Article 7.9 of the Pender County Unified Development Ordinance requires that stormwater infrastructure be built such that the post-development runoff from the project be no more than ten (10) percent more than the pre-development runoff. The applicant is proposing stormwater design that will be compliant with State and County standards. These measures are proposed to include, but not be limited to one or more of the following: bioretention, rain gardens, permeable pavement, water harvesting, rain barrels, swales, infiltration strips, basins, and trenches. While the existing development employed some Low-Impact Development methods, it is unclear which of these stormwater management practices will be maintained for the current proposal as the current proposal is not seeking to meet the standards for Low-Impact Development. Certification from a licensed engineer that the project meets these requirements shall be required prior to staff issuing administrative approval of the development. Additionally, all necessary state permits will be required prior to administrative approval for land disturbing activities.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas including an AE and VE flood zones[1].
Wetlands	Portions of the subject properties do contain wetlands according to data provided by the applicant. Any disturbance within these wetlands are subject to review and approval by the US Army Corps of Engineers.
Areas of Environmental Concern	The subject property does contain Areas of Environmental Concern (AEC). The proper permits from NCDEQ will need to be obtained. The applicant has indicated that some CAMA permits have already been obtained.[2]

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)

[2] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Boat Yard, Medium-density residential	Residential Performance (RP)
East	Medium-density residential	Residential Performance (RP)
South	State Boat Ramp Intracoastal Waterway	Residential Performance (RP)
West	Medium-density residential	Residential Performance (RP)

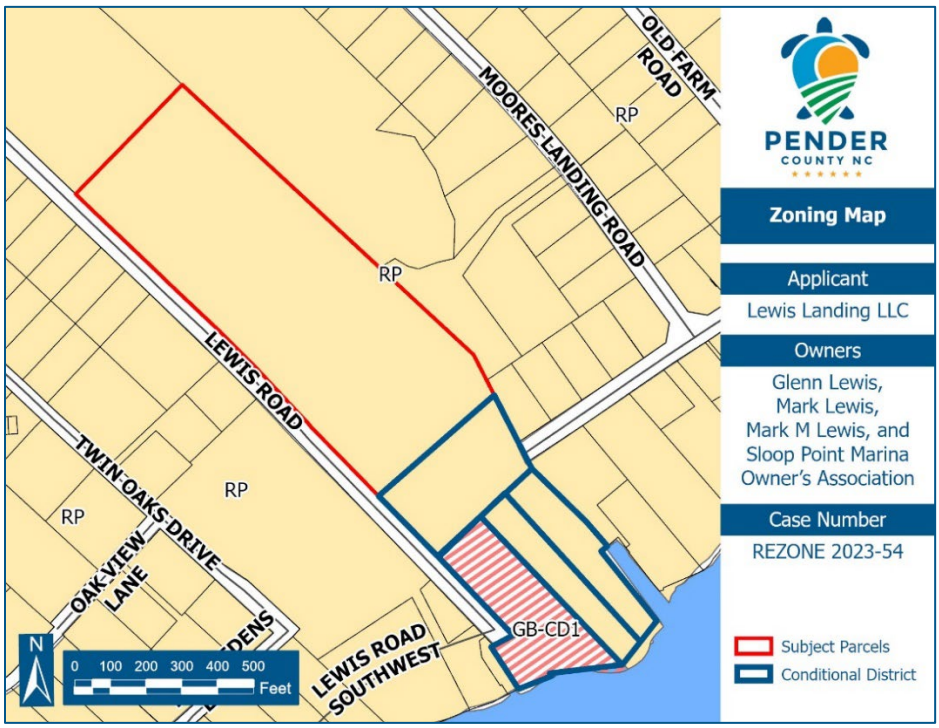


Figure 5. Above: Zoning Map of the Area

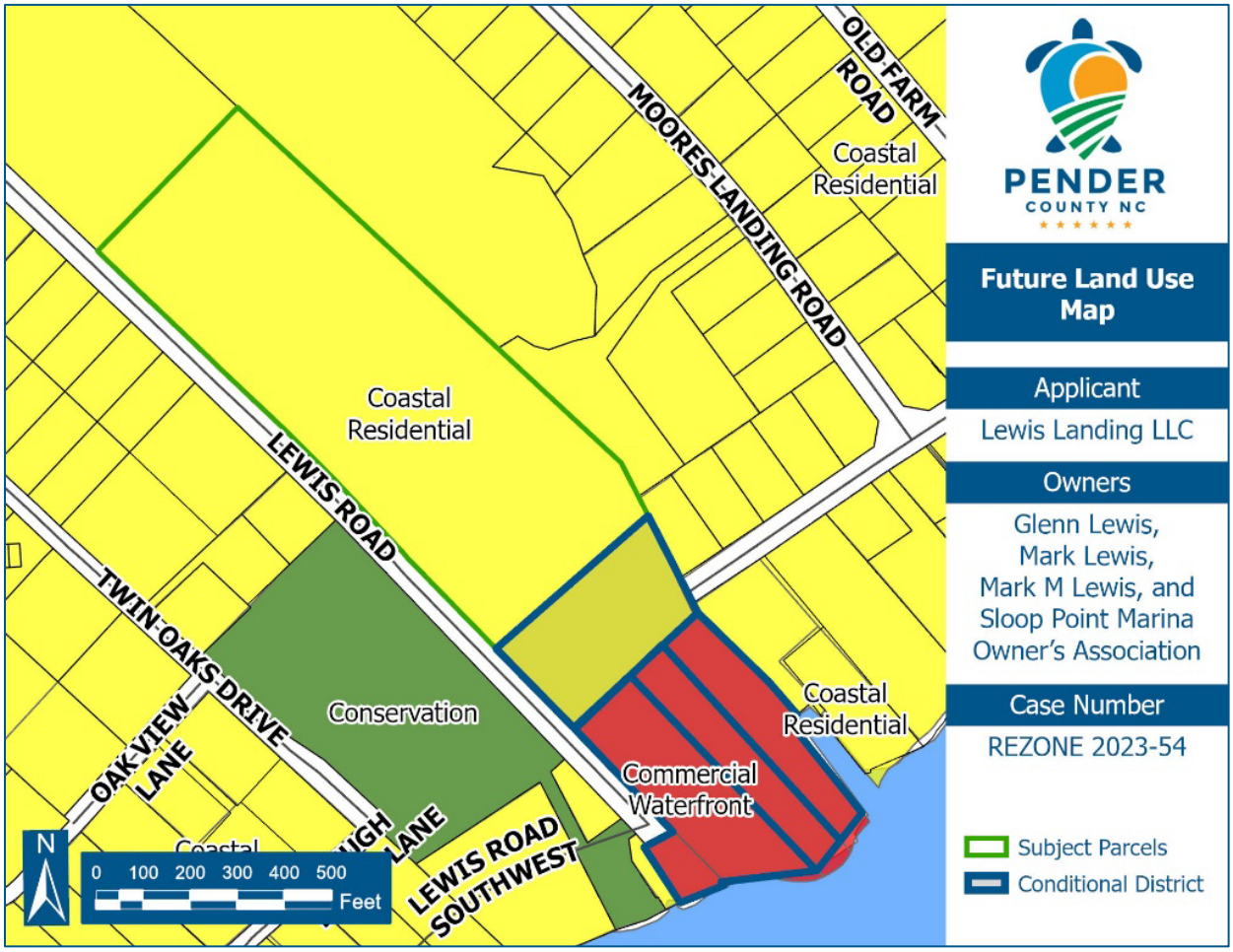
Surrounding Zoning

The subject properties are currently zoned Residential Performance (RP) and General Business – Conditional District 1 (GB-CD1). Properties immediately adjacent to the subject properties are currently zoned Residential Performance (RP) as indicated by the zoning map and table above.

Pender 2.0 Comprehensive Land Use Plan Compliance

The subject properties are located within two future land use categories. The waterfront parcels are in the Commercial Waterfront Future Land Use Category and the portion of the remaining parcel is in the Coastal Residential Future Land Use category within the Pender 2.0 Comprehensive Land Use Plan and as shown in the Future Land Use Map. According to Pender County GIS, approximately 4.6 of the roughly 6.8 total acres between the subject properties are located within the Commercial Waterfront Future Land Use Category while the remaining ≈2.2 acres are within the Coastal Residential category.

Figure 6. Below: Future Land Use Map



Commercial Waterfront Overview

Pender County's Intracoastal Waterway and river segments are prime locations for strategically placed development to support and enhance coastal activities, water-based recreation, and the tourism industry. This future land use category should be developed with commercial and recreational amenities that support the County's interest as a tourism destination, while providing access to these resources for residents and the general public. Principles for development include allocation of space for public access, coordination with floodplain and CAMA development regulations, sensitivity to natural habitat, tree preservation, and buffering of any adjacent residential uses. The use of low-impact development for stormwater management is highly encouraged. Pervious parking lots are highly desired and appropriate gravel may be used in place of permanent surfaces. Ease of vehicular and bike/pedestrian access is vital to the commercial waterfront land uses. Direct access to public trust waters should be provided. Development within this future land use category should be compatibly designed and connected to the adjacent waterbody – river or Intracoastal Waterway – through designated public access locations such as a boardwalk, dock, pier, and/or canoe/kayak or small boat launch.

COMMERCIAL WATERFRONT CHARACTERISTIC USES	
Desired Uses	Water-based restaurants & retail establishments open to the public Water-based recreational uses available for public use
Inappropriate Uses	Uses not associated with coastal or riverine waters Industrial or Residential uses
Transportation Infrastructure	Automobile: collector (local, minor) and local roads Pedestrian: 5 foot sidewalks Cyclist: bicycle lanes, multi-use paths, and bicycle parking

Coastal Residential Overview

Supporting the County's coastal character and natural habitat is a top priority for Pender County residents. To more appropriately preserve the County's coastal character, the Coastal Residential future land use category is established. Coastal residential land uses are located east of the US 17 corridor and generally within a half-mile of estuarine waters such as coastal creeks and the Intracoastal Waterway. Appropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private). Unencumbered access to public trust coastal waters and maximum development setback from the shoreline is highly encouraged. Clustering of new communities is encouraged. To support adjacent coastal surface water quality, low impact development (LID) is encouraged. In general, lots should maximize pervious surfaces. Tree preservation and mitigation is required for stormwater purposes and as a means of preserving the coastal habitat. Development density within this category is three dwelling units an acre or less. Water and sewer service are typically available in these areas.

COASTAL RESIDENTIAL CHARACTERISTIC USES	
Desired Uses	Single-family dwellings – detached Recreation, parks, and open space
Inappropriate Uses	Single-family dwelling – attached Multi-family residential uses Commercial, office, and institutional development Industrial development
Transportation Infrastructure	Automobile: collector (local, minor) and local roads Pedestrian: 5 foot sidewalks Cyclist: bicycle lanes and multi-use paths

Future Land Use Plan Compatibility Evaluation

The proposed conditional zoning district is consistent with the Commercial Waterfront and Coastal Residential classification because the proposed development supports Pender County's interest in developing strategically placed sites for tourism and water-based recreation in areas that will not create conflicts with existing neighborhoods. While approximately 2 acres of the

proposal are included in the Coastal Residential Future Land Use category, the remaining acreage is part of the Commercial Waterfront category. The proposed commercial uses are for a restaurant, boat sales and service, and a retail space. Even so, the proposed development is also consistent with the Coastal Residential Future Land Use category because it provides an opportunity for community and water-based recreation.

The applicant has also agreed to develop the pedestrian infrastructure along the adjacent portion of Lewis Road, including a crosswalk in front of the proposed restaurant. Placement of the sidewalk is yet to be determined and will be decided during the Major Site Development Plan process in consultation with the NCDOT. This pedestrian facility will be a major benefit to the surrounding community, and it is the first part of the long-range vision to have a sidewalk along the entire length of Lewis Road. This sidewalk is part of the recommended pedestrian network described in the recently adopted Pender County Bicycle and Pedestrian Plan. This facility will allow community members to access the water in a safer, more convenient way.

The proposal was also found to be consistent with two goals, one objective, and five policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 4.2.I: Connectivity:** The County shall continue to enforce connectivity requirements that require new developments and individual sites to provide vehicular and pedestrian interconnectivity to existing or planned adjacent sites and adjoining developments.
>
> **Goal 4.3:** Provide safe opportunities for walking and cycling, while supporting the need for paratransit service and other alternatives to provide transportation choices for residents and visitors.
>
> **Objective 4.3:** Encourage alternative means of transportation to reduce traffic, enhance economic development, offer services to those without use of a vehicle, and provide recreational opportunities for residents and visitors.
>
> **Goal 4.4:** Maximize public access to the public trust waters of the coastal region for residents and visitors.
>
> **Policy 4.4.H: Water-Based Tourism and Development:** The County supports development that promotes Pender County as a tourist and recreational destination.
>
> The County intends for such development to protect and preserve the natural environment and support public water access through private funds and grant monies.
>
> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Policy 5.1.M: Commercial Waterfront: The County supports carefully developed commercial waterfront locations for use by the public, as a means to increase access to public trust areas, and to support the tourism industry.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.9(B)(3) Approval Criteria for Conditional Rezoning

When evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

A. The Approval Criteria for a Rezoning (Section 3.3.5).
B. That the application meets the intent of a conditional rezoning, per this subsection.
C. That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.
D. The potential impacts and/or benefits on the surrounding area and adjoining properties.
E. The report of results from the public input meeting.
F. That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

RECOMMENDATION

The Planning Board at their November 14, 2023 meeting voted to recommend approval of the application with a 4-1 vote. Planning staff is submitting the proposed Conditional Zoning Map Amendment for consideration by the Board of Commissioners. In addition to the consistency with the future land use map, the proposal was also found to be supported by two goals, one objective, and five policies within the Pender 2.0 Comprehensive Land Use Plan. The Comprehensive Plan policies and goals noted above highlight the desirability of the proposed commercial and recreational waterfront uses in this area.

PROPOSED CONDITIONS OF APPROVAL

Per Section 3.3.9.B.4 of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board, and County Commission find appropriate or the petitioner may propose.

The existing approved conditions for GB-CD1 (the current dry stack operation at PIN: 4224-01-6909-0000).

1. There shall be no more than 1 boat trailer parked on the site. *[proposed to be removed and replaced with a new proposed condition below]*
2. All parking associated with the proposed use shall be contained on site. *[proposed to be retained in new conditions]*
3. The applicant shall take proactive steps to ensure that there is no stacking on Lewis Road (SR 1564). *[proposed to be removed]*
4. A minimum of Forty-two (42) on-site parking spaces shall be required based on comments received at the May 2, 2017 Board of Commissioners hearing. *[proposed to be removed]*

The following conditions have been proposed by staff and agreed upon by the applicant:

1. The 30’ wide parcel/access shall be combined with parcel number (PIN:) 4224-02-0810-0000.
2. No structures other than access gates shall be permitted within the 30’ wide parcel/access or within 10 feet of the parcel/access.
3. A 5’ sidewalk shall be built and paid for by the applicant along the length of the property adjacent to Lewis Road. The location of the sidewalk shall be determined by the Pender County Planning Department, applicant, and the NC Department of Transportation when the proposed changes in this application are submitted as a Site Development Plan.
4. If the sidewalk addressed in the previous condition is located within the NCDOT right-of-way, then additional landscaping shall be required within the project buffer along Lewis Road to be determined by the Administrator.
5. A crosswalk is required from the sidewalk along Lewis Road to the waterfront building. The crosswalk shall be posted with signs cautioning the use of heavy equipment.
6. Boat trailer parking shall be limited to the area noted on the approved concept plan (“Proposed Boat Trailer Storage Area”).
7. All parking associated with the proposed use shall be contained on site.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies and goals in the Pender 2.0 Comprehensive Land Use Plan:

- **4.2.I: Connectivity**
- **4.3: Alternate Modes of Transportation**
- **4.4: Access to Public Trust Waters**
- **4.4.H: Water-Based Tourism and Development**
- **5.1.D: Focused Growth and Development**
- **5.1.K: Commercial Development**
- **5.1.M: Commercial Waterfront**

The proposed rezoning is consistent with the Commercial Waterfront and Coastal Residential Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING] …

PLANNING BOARD ACTION FOR CONDITIONAL REZONING

MOTION	SECONDED
Pitts	Gruntfest

APPROVED	DENIED	UNANIMOUS
Yes		No (4-1)

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
No	Yes	Yes	Yes	Absent	Yes	Absent

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Conditional Zoning Map Amendment Submission (Conditional Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

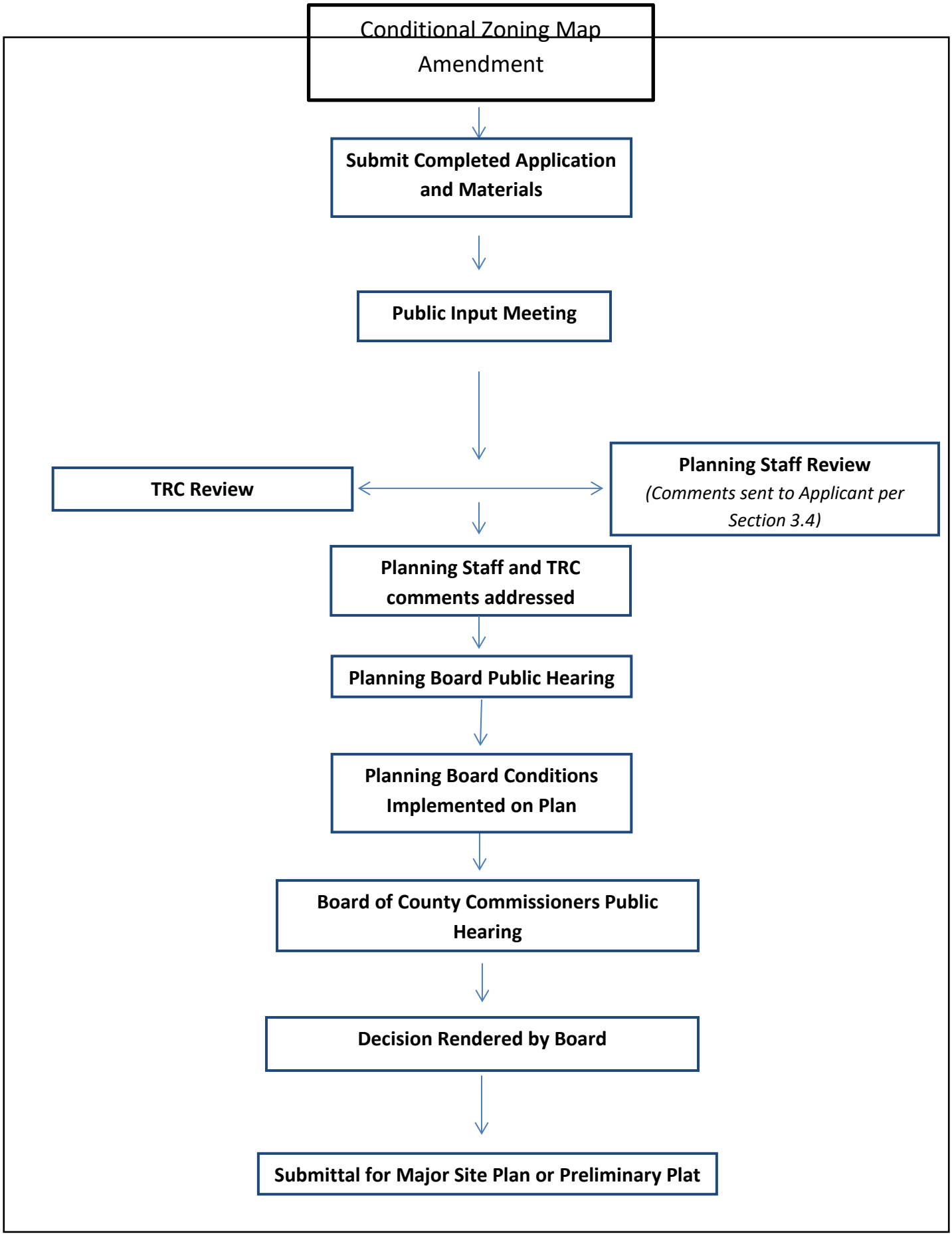
1. ✓ **Pre-submittal Meeting**
   Date of Meeting August 11, 2023
2. ✓ **Signed Application**
3. ✓ **Payment**
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. ✓ **Generalized Site Development Plan**
   All applications which specify an intended use must include a generalized site development plan drawn to a suitable scale, supporting information and text which specifies the use or uses intended for the property and any development standards to be approved concurrently with the rezoning application.
5. ✓ **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
6. ✓ Will be held at a later date. **Public Input Meeting Report**
   A meeting summary shall be submitted in accordance with the Unified Development Ordinance. This item is not required at the time of application submittal but must be received by the Administrator prior to any public hearings are noticed.
7. ✓ **Digital Submission**
   For all documents submitted in paper copy, a digital copy shall be sent via email or digital drive.
8. ✓ **Adjacent Property List**
   A list of names and addresses, as obtained from the county tax listings and tax abstract, to the owners of all properties located within 500-feet of the perimeter of the project bounds.
9. ✓ **Adjacent Property Envelopes**
   The applicant shall provide two sets of business envelopes addressed to each of the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the amount of postage required for first class postage. No return address shall be placed on the envelopes at the time of submission.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date 9/1/23

Printed Name Jason Ruegg
Lewis Landing LLC

Staff Initials: _____
Date: _____


Conditional Zoning Map Amendment
Submit Completed Application and Materials
Public Input Meeting
TRC Review
Planning Staff Review
(Comments sent to Applicant per Section 3.4)
Planning Staff and TRC comments addressed
Planning Board Public Hearing
Planning Board Conditions Implemented on Plan
Board of County Commissioners Public Hearing
Decision Rendered by Board
Submittal for Major Site Plan or Preliminary Plat

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

CONDITIONAL REZONING

Intent

A. Conditional zoning districts hereby included are to allow for the consideration of certain uses that are permitted uses in the underlying zoning district but due to their nature may not be appropriate for a particular location.

B. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses on small and large scale projects.

C. Although, it is not intended to be used for speculative purposes, a conditional zoning district applicant may include as part of the application, a list of uses which will not be developed on the property.

D. All uses listed as part of any application must be in the same format and description as listed in the Table of Permitted Uses.

E. The following zoning district categories are approved to be assigned conditional zoning districts: PD, RP, RM, GB, OI, IT, IG (Reference Article 4 for Zoning District Descriptions).

Application

Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard rezoning process as described in Section 3.3, Rezoning of this Ordinance.

Public Input Meeting

Prior to scheduling a public hearing on the rezoning application, **the applicant must conduct one public input meeting and file a report of the results with the Administrator.**

1. The report for the public hearing will include a summary of the public input meeting.
2. The applicant shall mail a notice for the public input meeting to adjoining property owners not less than ten (10) days prior to the scheduled meeting.
3. The notice shall include the time, date and location of the meeting as well as a description of the proposal.
4. The applicant's report of the meeting shall include:
    a. A copy of the letter announcing the meeting.
    b. A list of adjoining property owners contacted.
    c. An attendance roster.
    d. A summary of the issues discussed.
    e. The results of the meeting including changes to the project's proposal, if any.

Review

When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

1. The application's consistency to the general policies and objectives of the adopted Land Use Plan.
2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
3. The report of results from the public input meeting.

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	**Date**	
Application Fee	$	**Invoice Number:**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Lewis Landing, LLC	**Owner's Name:**	*See attached
Applicant's Address:	1701 J.E.L. Wade Drive	**Owner's Address:**	
City, State, & Zip	Wilmington, NC 28401	**City, State, & Zip**	
Phone Number:	910-791-6707 (rep)	**Phone Number:**	
Email Address:	bschuler@paramounte-eng.com (rep)	**Email Address:**	

Legal relationship of applicant to landowner: Contract purchaser

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	4224-01-6909-0000; 4224-02-7017-0000; 4224-02-7174-0000; 4224-02-0810-0000	**Total property acreage:**	+/- 6.8 Acres
Current Zoning District:	GB-CD1 & RP	**Proposed Zoning District:**	Conditional GB
Project Address or Location:	579 Lewis Road		

Proposed Uses to be Considered (Include NAICS Code):

Dry Stack Boat Storage; Restaurant; Office; Retail; Boat Sales; Boat Service

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

All not listed above and/or on the site plan.

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	9/1/23
Applicant's Name Printed	Jason Ruegg - Lewis Landing LLC	**Date:**	9/1/23
Owner's Signature	Glenn Lewis	**Date:**	9/1/23
Owner's Name Printed	Glenn Lewis	**Date:**	9/1/23

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	**Date**	
Application Fee	$	**Invoice Number:**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Lewis Landing, LLC	**Owner's Name:**	*See attached
Applicant's Address:	1701 J.E.L. Wade Drive	**Owner's Address:**	
City, State, & Zip	Wilmington, NC 28401	**City, State, & Zip**	
Phone Number:	910-791-6707 (rep)	**Phone Number:**	
Email Address:	bschuler@paramounte-eng.com (rep)	**Email Address:**	
Legal relationship of applicant to landowner:	Contract purchaser		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4224-01-6909-0000; 4224-02-7017-0000; 4224-02-7174-0000; 4224-02-0810-0000	**Total property acreage:**	+/- 6.8 Acres
Current Zoning District:	GB-CD1 & RP	**Proposed Zoning District:**	Conditional GB
Project Address or Location:	579 Lewis Road		

Proposed Uses to be Considered (Include NAICS Code):

Dry Stack Boat Storage; Restaurant; Office; Retail; Boat Sales; Boat Service

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

All not listed above and/or on the site plan.

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	9/1/23
Applicant's Name Printed	Jason Press - Lewis Landing	**Date:**	9/1/23
Owner's Signature	Mark Lewis	**Date:**	9/1/23
Owner's Name Printed	MARK Lewis	**Date:**	9/1/23

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
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APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	**ZMA-CD**	**Date**	
Application Fee	**$**	**Invoice Number:**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	Lewis Landing, LLC	**Owner's Name:**	*See attached
Applicant's Address:	1701 J.E.L. Wade Drive	**Owner's Address:**	
City, State, & Zip	Wilmington, NC 28401	**City, State, & Zip**	
Phone Number:	910-791-6707 (rep)	**Phone Number:**	
Email Address:	bschuler@paramounte-eng.com (rep)	**Email Address:**	

Legal relationship of applicant to landowner: Contract purchaser

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	4224-01-6909-0000; 4224-02-7017-0000; 4224-02-7174-0000; 4224-02-0810-0000	**Total property acreage:**	+/- 6.8 Acres
Current Zoning District:	GB-CD1 & RP	**Proposed Zoning District:**	Conditional GB
Project Address or Location:	579 Lewis Road		

Proposed Uses to be Considered (Include NAICS Code):

Dry Stack Boat Storage; Restaurant; Office; Retail; Boat Sales; Boat Service

Proposed Uses to be Eliminated from Consideration (Include NAICS Code):

All not listed above and/or on the site plan.

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	
Applicant's Name Printed	Jason Burress	**Date:**	9/1/23
Owner's Signature		**Date:**	9/1/23
Owner's Name Printed	Sloop Point Marina Owners Association	**Date:**	9/1/23

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

Conditional (Zoning Map) Amendment Checklist

☐	Signed application form
☐	Application fee
☐	A list of names and addresses, as obtained from the county tax listings & tax abstract, all adjacent property owners, including property owners directly across any road or road easement, & owners of the property under consideration for rezoning.
☐	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☐	Accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☐	12 (11"x17") map copies to be distributed to the Planning Board
☐	20 (11"x17") map copies to be distributed to the Board of Commissioners
☐	Digital (.pdf) submission of all application materials
☐	Public Input Meeting Report (Section 3.4.3 or see Public Input Meeting on the first page of this application)
☐	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.
☐	All applications which specify an intended use must include a generalized site development plan drawn to a suitable scale, supporting information and text which specifies the use or uses intended for the property and any development standards to be approved concurrently with the rezoning application
☐	A generalized site development plan shall include the following items: ☐ A vicinity map drawn to a suitable scale which illustrates adjacent or nearby roadways, railroads, waterways & public facilities. ☐ A (metes and bounds) boundary of the parcel or portion of the parcel to be rezoned and developed. ☐ All existing easements, reservations and rights of way. ☐ Delineation of all Areas of Environmental Concern including but not limited to federal jurisdictional wetlands. ☐ For residential uses, the number of units, heights and a generalized location. For non-residential uses, the height, approximate footprint and location of all structures. ☐ If a known use is proposed: Traffic impact report, parking and circulation plans illustrating dimensions, intersections and typical cross sections. ☐ All proposed setbacks, buffers, screening and landscaping. ☐ Phasing. ☐ Signage. ☐ Outdoor lighting. ☐ Current zoning district designation and current land use status. ☐ Other information deemed necessary by the Administrator, Planning Board, or Board of Commissioners, including but not limited to a Traffic Impact Analysis or other report from a subject matter expert.

Office Use Only

ZMA-CD Fees: (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

Attachments Included with Application: (Please include # of copies)

CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ **$**_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:		**Date:**
Application completeness approved by:		**Date:**

Dates scheduled for public hearing:	☐ **Planning Board:**	☐ **Board of Commissioners:**

Conditional Rezoning Standards Checklist

When submitting a conditional rezoning application, the site plan and supporting materials must provide proposed standards for a variety of standards which are guided by the zoning district. This may be by requesting custom standards or by requesting the existing standards of an existing general use zoning district. Please provide proposed standards for:

□	Maximum density
□	Setbacks (Front, side, rear, corner)
□	Minimum lot width/Minimum chord length at the right-of-way for cul de sacs
□	Structure separation
□	Minimum lot size
□	Maximum building height
□	Permitted uses (Including NAICS code)
□	Buffer standards (Depth, number and type of vegetation per 100 linear feet)
□	Sign standards to the extent that the UDO's requirements are zoning district-specific

Where desired, the applicant must explicitly request varying standards for different uses within the conditional zoning district.

Conditional rezoning applications may not be used to vary from the general standards of the ordinance, including but not limited to:

- Traffic Impact Analysis thresholds
- Stormwater regulations
- Open space/recreational unit requirements
- Street design standards
- Off-street parking standards
- HOA requirements
- Water and wastewater requirements

The Pender County Planning Board and Board of County Commissioners may approve or deny the request entirely, or approve with modifications. Additionally, In approving a petition for the reclassification of property to a conditional zoning district, the Planning Board may recommend, and the Board of Commissioners request that the applicant add reasonable and appropriate conditions to the approval of the petition.

Lewis Tract Dry Stack
579 Lewis Road
Conditional Rezoning Narrative & Supplemental Information

Ownership

Parcel 4224-01-6909-0000
Owner: Sloop Point Marina Owners Association Inc.
1701 N. JEL Wade Drive
Wilmington, NC 28401

Parcel 4224-02-7017-0000
Owner: Lewis, Glenn Matthew
585 Lewis Road
Hampstead, NC 28443

Parcel 4224-02-7174-0000
Owner: Lewis, Mark M
405 Lewis Road
Hampstead, NC 28443

Parcel 4224-02-0810-0000
Owner: Lewis, Mark
668 Lewis Road
Hampstead, NC 28443

Applicant Information

Jason Ruegg
Lewis Landing, LLC
1701 JEL Wade Drive
Wilmington, NC 28401

Agent Information

Paramounte Engineering, Inc.
122 Cinema Drive
Wilmington, NC 28403
bschuler@paramounte-eng.com
910-791-6707

Proposal

Lewis Landing, LLC, is requesting to expand an existing dry stack boat storage operation located at 579 Lewis Road. The site is directly adjacent to the Intracoastal Waterway and state boat ramp. The existing facility (Sloop Point Marina) was rezoned to a conditional GB district in 2017 and allows for 224 dry stack spaces. The proposed rezoning would expand this district to the abutting property to allow for 356 additional dry stack spaces (580 total spaces). In addition, the rezoning would allow for the existing ships store/bait shop to be converted into a restaurant. The proposed uses that would be permitted in the district – drystack storage, restaurant, office, retail, boat sales, and boat service – are compatible with the existing uses of the site and consistent with the County's Comprehensive Plan.

Existing Conditions

The subject site is currently being used for boat storage and associated activities (ship store/bait shop, dry stacks, docks, boat lift). The existing business provides a place for folks to store their boat and access the Intracoastal Waterway. The proposal will allow for additional dry stacks to be installed where outdoor boat storage is currently taking place.





Image of the subject site from the Intracoastal Waterway.

Operational Characteristics

The dry stack business operates from 8am to 5pm, seven days a week. Customers reserve a launch time for their boat via a smartphone app. With the app, the business spreads out the launch times so that there are no peak arrival times. In addition, it takes about 4 minutes for a boat to be moved from the dry stacks to the dock, which limits how many boats can be prepared for launched within a given time.

The existing dry stack operation sees peak reservations on the weekends in the months of July and August. The average Saturday in July/August has about 60 reservations per day.

Due to the operational characteristics that provide for the launch times to be spread out, the proposal is not expected to generate the number of trips that would warrant a traffic impact analysis.

Pender 2.0: Comprehensive Land Use Plan

The Comprehensive Plan classifies that subject site as Commercial Waterfront and Coastal Residential.



The Commercial Waterfront classification promotes development that supports and enhances coastal activities, water-based recreation, and the tourism industry. Desired uses within these areas include water-based restaurants and retail establishments and water-based recreational uses. Inappropriate uses include residential and industrial development.

The proposed rezoning is exactly what is promoted in the Commercial Waterfront classification as it promotes the enjoyment of the Intracoastal Waterway and coastal activities.

While the western portion of the subject site is classified as Coastal Residential, it is important to note that the property has been used for commercial purposes for decades, specifically with outdoor boat storage. The proposed rezoning would expand this boat storage operation allowing more residents and visitors to access and enjoy the Intracoastal Waterway as promoted in Commercial Waterfront areas.

August 30, 2023
23120.PE

PIN: 4224-02-7017-0000, 4224-02-7174-0000,
4224-02-0810-0000, & 4224-01-6909-0000
Glenn Lewis, Mark Lewis, &
Sloop Point Marina Owners Association Inc., Tracts

Being a tract of land located in Topsail Township, Pender County, State of North Carolina; being a part of the tracts as shown in Deed Book 943 at Page 134, Deed Book 2021 at Page 107, Deed Book 4650 at Page 2777, Deed Book 4778 at Page 2198, and Deed Book 4764 at Page 389, and a portion of Tracts 3 and 5 as shown in Map Book 15 at Page 80 and the tract shown in Map Book 61 at Page 35 of the Pender County Register of Deeds; said Tract being more particularly described as follows:

Beginning for reference at an iron pipe found at the southeastern corner of Tract 4 as shown in Deed Book 2185 at Page 180 of the Pender County Register of Deeds. Said iron pipe having NC State Plane coordinates of N: 242,947.49, E: 2,420,201.77. Thence S 47°14’02” E – 359.49 feet to a concrete monument found. Thence with the southern line of Mark Lewis, S 27°06'27" E – 103.41 feet to a point. Said point is the principal place of beginning for this survey.

Thence with the southern line of Ronald Baxley as shown in Deed Book 4731 at Page 872, S 27°06'27" E – 171.18 feet to an iron pipe found;

Thence with the southern line of Moores Landing Road and Sterling Melton as shown in Deed Book 4733 at Page 406 & 413 the following courses;
S 27°09'39" E - 29.97 feet to a concrete monument found;
S 27°06'51" E - 53.27 feet to a point;
S 45°43'17" E - 212.60 feet to a point;
S 40°58'17" E - 90.18 feet to a point;
S 51°01'59" W - 23.00 feet to a point;
S 38°56'36" E - 249.40 feet to a point at the intracoastal waterway;

Thence with the intracoastal waterway the following courses;
S 37°34'11" W - 157.42 feet to an iron pipe found;
S 83°12'17" W - 205.37 feet to an iron pipe found;
S 44°40'11" E - 9.40 feet to a point;
S 67°21'59" W - 64.44 feet to a point;
S 70°21'35" W - 35.84 feet to a point;

Thence with the line of Sloop Point Marina Owners Association Inc., as shown in Deed Book 4764 at Page 389 and Map Book 61 at Page 35 the following courses;
N 33°05'19" W - 140.55 feet to an iron rod found;
N 61°59'44" E - 69.57 feet to an iron pipe found;
N 43°42'10" W – 20.79 feet to an iron pipe found;
N 43°42’08” W – 285.00 feet to an iron pipe found on the northern right of way line of Lewis Road (NCSR 1564, 60-foot right of way);

Thence with the northern right of way of Lewis Road, N 43°44'46" W – 239.53 feet to a point;

Thence leaving Lewis Road and with a line through Deed Book 943 at Page 134,
N 46°13'37" E – 432.86 feet to a point. Said point is the principal place of beginning for this survey.

Having an area of 296,008 square feet or 6.80 acres, more or less.

ATTACHMENT 1

EXISTING CONDITIONAL ZONING DISTRICT SUMMARY FROM THE UDO

REZONE 497-2017

Rezoning Proposal: Hampstead Investment Holdings, LLC., applicant and owner, is requesting approval of a conditional zoning map amendment for two (2) tracts totaling approximately ±2.22 acres from RP, Residential Performance zoning district to GB-CD 1, General Business conditional zoning district 1. The request is to allow the storage of boats and watercraft outdoors on dry stack structures, an existing fishing supply store (NAICS 451110), an existing food and beverage store (NAICS 445), and associated parking and landscaping.

Property Record Numbers, Acreage, and Location: The subject properties are located at the terminus of Lewis Road (SR 1564) approximately 3,000 feet east of the intersection of Sloop Point Loop Road (SR 1563) and Lewis Road (SR 1564) in the Topsail Township and may be further identified by Pender County PINs: 4224-02-5093-0000 and 4224-01-5894-0000.

Project Description: The ±2.22 acres are currently occupied by a commercial use, as described in the History Section of this report. In addition to the existing retail store, the applicant proposes a dry stack storage facility. The proposal also includes a parking area, stormwater facilities, and temporary boat staging for the boats stored in the dry stack to be transferred into the water. The applicant proposes 224 dry stack storage spots. There are no permanent wet slips proposed. The applicant also proposes to use low impact design (LID) features such as underground stormwater containment or permeable pavement. An adjacent dock and boat ramp service the Pecan Grove Homeowner' Association, with the State of North Carolina's public boat ramp further to the south.

Proposed Uses: The proposed uses within the GB-CD1, General Business conditional zoning district 1 are to include the storage of boats and watercraft outdoors or on dry stack structures, an existing fishing supply store (NAICS 451110), and an existing food and beverage store (NAICS 445). NAICS Sector 451110 industry comprises of establishments primarily engaged in retailing new sporting goods, such as bicycles and bicycle parts; camping equipment; exercise and fitness equipment; athletic uniforms; specialty sports footwear; and sporting goods, equipment, and accessories. This includes fishing supply stores, such as the one currently operating on-site. NAICS Sector 445 usually retails food and beverage merchandise from fixed point-of-sale locations. The GB, General Business zoning district is designed to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

All other uses or expansions will be prohibited unless an alteration is made to the approval. Any changes to the requested petition shall be processed in accordance with amendments to the zoning map and in accordance with Section 3.4 of the Pender County Unified Development Ordinance.

Proposed Height and Setbacks According to Section 5.3.13.F. of the Pender County Unified Development Ordinance, dry stack storage found in the definition of a marina (commercial) must follow;

1) Setbacks
    a) Up to 35' in height: 100' front and 50' sides and rear.

b) Between 36’ to 50’ in height: Add two (2) additional feet of setback for every one foot in height above 35’.

The applicant intends on applying b) above for additional height on the dry stack storage beyond 35 feet in height. The structures are proposed at 43 feet in height. Which is 8 feet above the required setback for dry stack storage.
Additionally, as this is an LID project per Section 7.14.B details: LID Projects in the RA, RP, GB, OI, and IT zoning districts shall be allowed a 50% reduction in the Minimum Lot Width, Minimum Chord Length at ROW Line for “cul de sac’s”, Minimum Front, Side, and Rear Yards, and Minimum Required Structure Separation. Meaning that in order to further reduce the setback, the applicant may employ LID measures. Section 7.14.A states that in order for a project to utilize the variations to dimensional standards as prescribed in Section 7.14.B, the applicant shall submit a certification from a licensed professional stating that the project conforms to all of the Low Impact Development (LID) criteria found in the Ordinance.

Setback Location	**Setback Required (in feet)**	**Height Allowable (in feet)**
Front Yard	100	35
Side and Rear Yards	50	
Setback Location	**Setback Provided (in feet)**	**Height As Proposed (in feet)**
Front Yard	66	43
Side and Rear Yards	41	

For every two (2) feet in setback the applicant earns one (1) additional foot in height. The Applicant has provided 16 additional setback feet which would allow for 8 feet in height allowance over the required 35 feet.

Public Input Meeting: On March 13, 2017, the Applicant held a Community Meeting at the Pender County Hampstead Annex at 6:00 pm in accordance with Section 3.4.3 of the Pender County Unified Development Ordinance. Letters inviting adjacent property owners were mailed to the community on March 1, 2017 (Attachment 1). Two (2) representatives from the public attended this meeting to gather further information on the project.

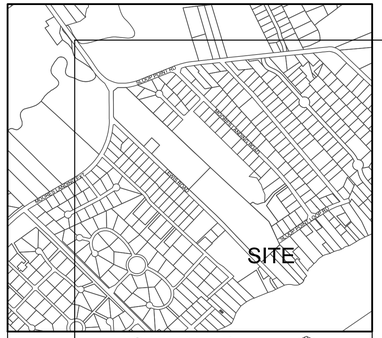
Approval: On June 19, 2017, the Pender County Board of Commissioners approved a zoning map amendment for a conditional rezoning from RP, Residential Performance zoning district, to GB-CD1, General Business conditional zoning district as described herein.

Conditions of Approval:

1. There shall be no more than 1 boat trailer parked on the site.
2. All parking associated with the proposed use shall be contained on-site.
3. The applicant shall take proactive steps to ensure that there is no stacking on Lewis Road (SR 1564).
4. A minimum of Forty-two (42) on-site parking spaces shall be required based on comments received at the May 2, 2017 Board of Commissioners hearing.

ATTACHMENT 2

SITE PLAN



SITE INFORMATION

PROJECT ADDRESS:	535 LEWIS ROAD HAMPSTEAD, NC 28443
PARCEL ID:	4224-01-6909-0000 4224-02-0810-0000 4424-02-7017-0000 4224-02-7174-0000
PROPERTY OWNERS:	SLOOP POINT MARINA OWNERS ASSOCIATION, INC. 1701 N. JEL WADE DRIVE WILMINGTON, NC 28401 LEWIS, MARK 668 LEWIS ROAD HAMPSTEAD, NC 28443 LEWIS, GLENN MATTHEW 585 LEWIS ROAD HAMPSTEAD, NC 28443 LEWIS, MARK M 405 LEWIS ROAD HAMPSTEAD, NC 28443
CURRENT ZONING:	CONDITIONAL GB RP (RESIDENTIAL PERFORMANCE)
PROPOSED ZONING:	CONDITIONAL GB
TOTAL SITE AREA:	±6.80 ACRES OR 296,084 SF
PROPOSED USES :	DRY STACK STORAGE RETAIL RESTAURANT OFFICE BOAT SALES BOAT SERVICE BOAT STORAGE

DIMENSIONAL STANDARDS

NON DRY STACK STRUCTURES

FRONT SETBACK:	25'
SIDE SETBACK:	10'
REAR SETBACK:	10'
MAX HEIGHT:	40'

PROPOSED DRY STACK STRUCTURES

FRONT SETBACK:	114'
SIDE SETBACK:	64'
REAR SETBACK:	64'
MAX HEIGHT:	42'

*SETBACKS INCLUDE 14 ADDITIONAL FEET TO ACCOUNT FOR INCREASED BUILDING HEIGHT
*PER SECTION 5.3.12.F.1.B OF THE UDO, DRY STACK STRUCTURES BETWEEN 36' TO 50' IN HEIGHT SHALL BE SETBACK AN ADDITIONAL TWO (2) FEET PER ONE (1) FOOT OVER 35'.

EXISTING DRY STACK STRUCTURES (CZMA 497-2017)

FRONT SETBACK:	66'
SIDE SETBACK:	41'
REAR SETBACK:	41'
MAX HEIGHT:	43'

SETBACKS / BUFFERS

SETBACK AND BUFFERS SHALL BE APPLIED TO THE PERIMETER OF THE CONDITIONAL ZONING BOUNDARY. NO SETBACKS OR BUFFERS ARE REQUIRED ALONG INTERNAL PARCEL BOUNDARIES EXCEPT FOR A 10' SETBACK TO BE APPLIED ALONG THE BOUNDARY OF THE PROPOSED 30' EXTENSION OF PARCEL 4224-02-0810-0000.

PARKING

REQUIRED PARKING
RESTAURANT: 23 SPACES (1 SPACE PER 100 SF @ 2,275 SF)
OFFICE: 10 SPACES (1 SPACE PER 300 SF @ 3,100 SF)
RETAIL: 10 SPACES (1 SPACE PER 225 SF @ 2,275 SF)
DRY STACK STORAGE: N/A

TOTAL REQUIRED: 33 SPACES
TOTAL PROVIDED: 115 (82 SPACES PROVIDED FOR THE DRY STACK STORAGE)
ADA PARKING PROVIDED: 5 SPACES

TRIP GENERATION

Land Use (ITE Code)	Intensity	Unit	24 Hour Volumes	AM Peak Hour Trips	PM Peak Hour Trips
ITE 712 Small Office Building	3,100 SF	SF	45	5	7
ITE 934 High-Turnover (Sit-Down) Restaurant	2,275 SF	SF	224	22	21
ITE 822 Strip Retail Plaza	2,275 SF	SF	124	5	15

FLOODPLAIN INFORMATION

PORTION OF THIS SITE ARE LOCATED IN SPECIAL FLOOD HAZARD AREAS AE AND VE AS SHOWN ON FEMA MAP 3720422400J BEARING AN EFFECTIVE DATE DATE OF FEBRUARY 16, 2007.

STREETLIGHT NOTE

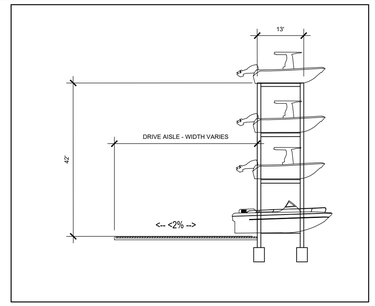
STREETLIGHT LOCATIONS SHOWN ON PLAN ARE PRELIMINARY, AND BASED ON PENDER UDO SPECIFICATIONS. FINAL DESIGN, LOCATIONS, AND CALCULATIONS WILL BE PROVIDED BY DUKE ENERGY.

UTILITIES

WATER AND SEWER SERVICES WILL BE PROVIDED BY PRIVATE WELL AND SEPTIC.

PHASING

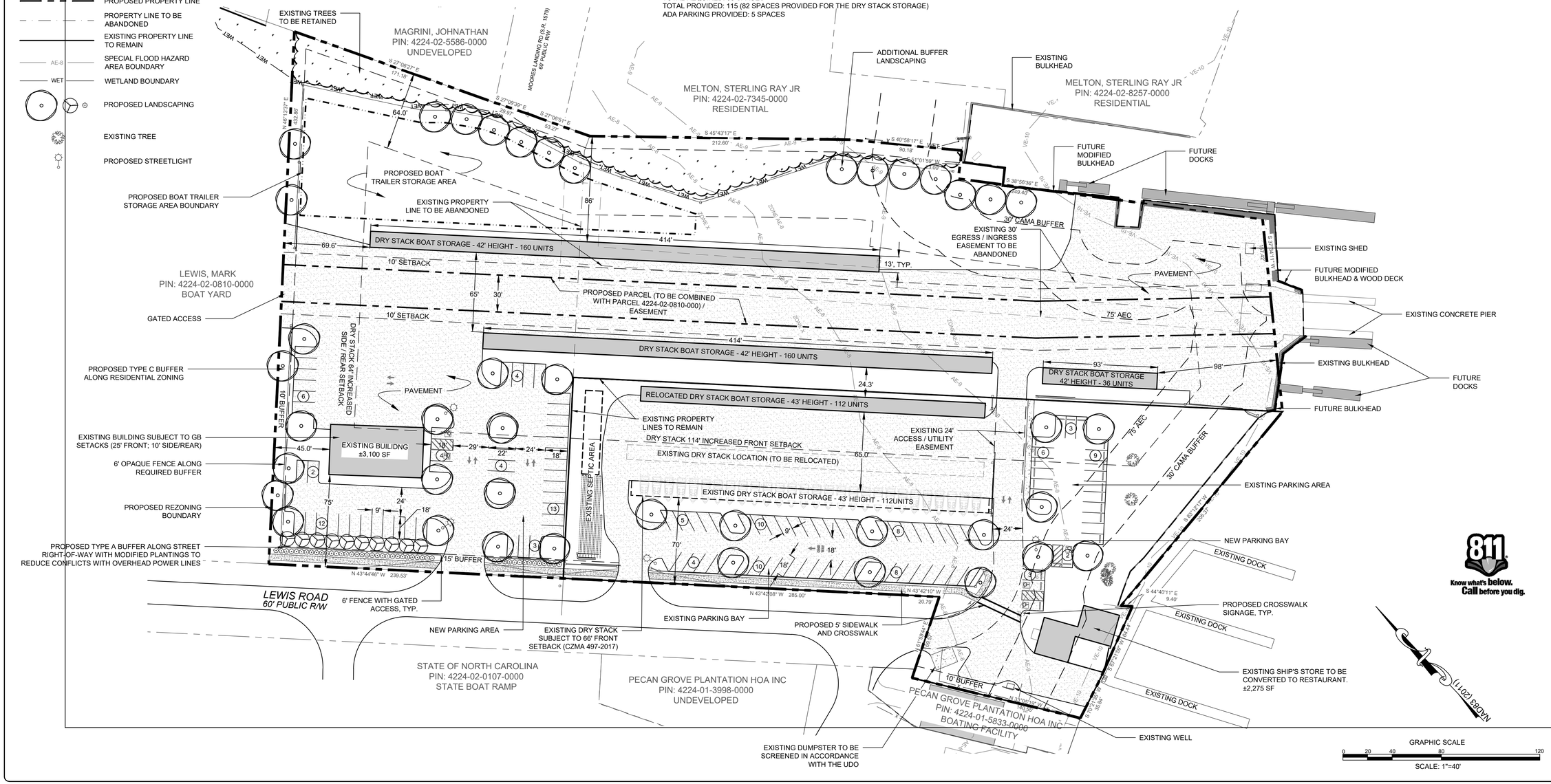
THE FIRST PHASE WILL CONSISTS OF APPROXIMATELY 75 DRY STACK SPACES AND THE PARKING IMPROVEMENTS. IT IS EXPECTED THAT THE ENTIRE DEVELOPMENT WILL TAKE MULTIPLE YEARS TO COMPLETE.



BOAT RACK SECTION ELEVATION
NTS

LEGEND

- REZONING BOUNDARY LINE
- ADJ. BOUNDARY LINE
- PROPOSED PROPERTY LINE
- PROPERTY LINE TO BE ABANDONED
- EXISTING PROPERTY LINE TO REMAIN
- AE-8 SPECIAL FLOOD HAZARD AREA BOUNDARY
- WET WETLAND BOUNDARY
- PROPOSED LANDSCAPING
- EXISTING TREE
- PROPOSED STREETLIGHT



PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:

CLIENT INFORMATION:
LEWIS LANDING, LLC
1701 JEL WADE DRIVE
WILMINGTON, NC 28401

PARAMOUNTE ENGINEERING
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SITE PLAN
LEWIS TRACT DRY STACK
535 LEWIS ROAD
PENDER COUNTY, NC 28443

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FOR REVIEW ONLY:
RELEASED FOR CONST.:

DRAWING INFORMATION
DATE: 10/25/23
SCALE: 1" = 40'
DESIGNED: BWS
DRAWN: BWS
CHECKED: TPD

811 Know what's below. Call before you dig.

SEAL

C-2.0

PEI JOB#: 23120.PE

ATTACHMENT 3

COMMUNITY INPUT MEETING SUMMARY

Community Meeting Report for Lewis Tract Dry Stack

Conditional Rezoning by Lewis Landing, LLC

A community meeting was held by the applicant to discuss the Lewis Tract Dry Stack proposal with interested neighbors. Notice of the meeting was mailed to owners of all properties located within 500 feet of the perimeter of the parcel boundaries as listed on the Pender County tax records. The meeting was held on October 9, 2023 from 3:30-5:00pm at the Pender County Hampstead Annex, 15060 US Highway 17, Hampstead, NC 28443.

In addition to the below summary of the meeting, the following items are attached:

1. A list of the adjacent property owners to whom written notice was mailed;
2. A copy of the written notice; and
3. A list of the parties who attended the meeting.

The following issues were discussed at the meeting:

- Buffering/Landscaping
  - *The UDO requires buffers to be provided between the abutting properties and proposed development.*
  - *Existing vegetation within the wetlands along the northern boundary will be retained, and additional vegetation will be planted along this boundary to provide enhanced screening for the adjacent residences.*
  - *The large live oak trees along the Intracoastal Waterway will be retained.*
  - *Existing canopy trees along Lewis Road will be removed as needed to provide area for a new sidewalk. Removal of the trees will also reduce conflicts with the existing overhead powerlines along Lewis Road.*
- Parking
  - *Additional parking will be provided with the proposed dry stack expansion. Specifically, a total of 115 spaces are included with this proposal, which is an addition of 73 new spaces.*
- Hurricane Preparation
  - *The dry stacks will be built in accordance with the NC State Building Code and will have a minimum wind rating of 130mph.*
  - *Hurricane preparation practices typical for dry stack operations will be followed. All loose equipment will be secured. Boat owners are also welcome to remove their boat during a storm event. Boats will be moved from the upper levels for larger storms.*
  - *The existing dry stacks have not had to remove any boats from the stack for a storm event.*

- Proposed Docks
    - *CAMA permits have been obtained in order to install additional docks on the subject property. The docks consist of 14 boat slips and will be installed as needed for the proposed dry stack expansion.*
- Pedestrian Safety
    - *A 5' sidewalk is proposed along Lewis Road. A crosswalk is proposed from the sidewalk to the existing store building.*
    - *With the expansion, the dry stack operation plans to also utilize the existing concrete pier that is not located adjacent existing or future parking.*
- Structure Height/Setbacks
    - *Dry stack structures are subject to increased setbacks (100' front, 50' side/rear). In addition, dry stack structures that exceed 35' feet in height must be setback an additional 2 feet for every foot over 35' in height.*
    - *The proposed dry stacks exceed the required setbacks.*
- Septic System
    - *The subject property is currently served by an existing septic system. Prior to converting the existing store to a restaurant, all applicable permits from Environmental Health will need to be obtained.*
- Sloop Point Marina Owners Association Member Concerns
    - *Existing Sloop Point Marina Owners Association members had questions regarding how the future expansion will affect the association and requested a meeting with current ownership.*
- Basin Improvements
    - *The neighboring property owner north of the existing basin had concerns with the proposed boat lift improvements to the basin shown on the concept plan. These improvements were associated with the Lewis Family retaining land to access the Intracoastal Waterway for their existing boat yard not included in the rezoning. The proposed boat lift and associated basin improvements have been removed. The access for the Lewis Family is now proposed more centrally in the site to the existing concrete pier currently in use.*

<u>Changes to the Concept Plan</u>

After the meeting, the following changes were made to the concept plan:

1. Additional vegetation is proposed along the northern property line to provide enhanced screening for the adjacent residential homes.
2. A proposed sidewalk was added along Lewis Road. In addition, a proposed crosswalk was added connecting the sidewalk to the existing ships store.
3. Additional parking spaces were added to the plan.
4. The proposed northern parcel and associated basin improvements for the Lewis Family have been removed. Access to the water for the Lewis Family is provided by proposed 30' parcel connecting to the existing concrete pier.

Lewis Tract Dry Stack - Adjoining Property Owners

Property Address	PIN	Owner	Mailing Address	City	State	ZIP
201 TWIN OAKS DR	4214-82-9979-0000	CROMLEY ROBERT L JR	201 TWIN OAKS DR	HAMPSTEAD	NC	28443
145 TWIN OAKS DR	4214-83-7282-0000	LUTHER PHILLIP	145 TWIN OAKS DR	HAMPSTEAD	NC	28443
163 TWIN OAKS DR	4214-83-8144-0000	CONRAD STEVEN JAMES	163 TWIN OAKS DR	HAMPSTEAD	NC	28443
153 LEWIS RD	4214-83-8898-000L	LEWIS GLENN MATTHEW	585 LEWIS RD	HAMPSTEAD	NC	28443
183 TWIN OAKS DR	4214-83-9007-0000	BROWN CAMDEN MICHAEL	183 TWIN OAKS DR	HAMPSTEAD	NC	28443
212 LEWIS RD	4214-83-9289-0000	HART MARC W	212 LEWIS ROAD	HAMPSTEAD	NC	28443
194 LEWIS RD	4214-83-9306-0000	MCQUIRK JMES W	194 LEWIS ROAD	HAMPSTEAD	NC	28443
OAK VIEW LN	4214-91-7975-0000	JONES LEE ANDREW JR	1185 ST JOHNS CHURCH RD	HAMPSTEAD	NC	28443
690 LEWIS RD SW	4214-91-9711-0000	HOLT PHILLIP COURTNEY	690 LEWIS RD SW	HAMPSTEAD	NC	28443
219 TWIN OAKS DR	4214-92-0933-0000	BARNES TIMOTHY WARD	405 SWANN TRAIL CLAYTON	CLAYTON	NC	27527
235 TWIN OAKS DR	4214-92-1807-0000	REXRODE WENDY D	235 TWIN OAKS	HAMPSTEAD	NC	28443
253 TWIN OAKS DR	4214-92-1871-0000	JONES CHRISTOPHER W	253 TWIN OAKS DRIVE	HAMPSTEAD	NC	28443
269 TWIN OAKS DR	4214-92-2755-0000	KIRCHER JOSHUA M	269 TWIN OAKS DR	HAMPSTEAD	NC	28443
289 TWIN OAKS DR	4214-92-3607-0000	MIZRAHI MATTHEW	289 TWIN OAKS DR	HAMPSTEAD	NC	28443
296 LEWIS RD	4214-92-3926-0000	PAYNE MATTHEW D	296 LEWIS ROAD	HAMPSTEAD	NC	28443
314 LEWIS RD	4214-92-3991-0000	BREENE BEVERLY	314 LEWIS RD	HAMPSTEAD	NC	28443
332 LEWIS RD	4214-92-4853-0000	RADEWICZ THOMAS ANTHONY II	332 LEWIS ROAD	HAMPSTEAD	NC	28443
363 TWIN OAKS DR	4214-92-5379-0000	OGDEN DANIEL MARK	363 TWIN OAKS DR	HAMPSTEAD	NC	28443
	4214-92-5633-0000	LEWIS ELIZABETH MORRIS	408 LEWIS RD	HAMPSTEAD	NC	28443
OAK VIEW LN	4214-92-6019-0000	VERKA VIOREL	301 WILLINGHAM RD	MORRISVILLE	NC	27560
345 TWIN OAKS DR	4214-92-6449-0000	SASSER WILLIAM	2004 COLEMAN DR	WINTERVILLE	NC	28590
408 LEWIS RD	4214-92-7558-0000	LEWIS ELIZABETH MORRIS	408 LEWIS RD	HAMPSTEAD	NC	28443
228 LEWIS RD	4214-93-0242-0000	JARRETT EILEEN R TRUSTEE	228 LEWIS RD	HAMPSTEAD	NC	28443
262 LEWIS RD	4214-93-1089-0000	SMITH BRIAN P	503 FRESHMEADOW LN	NORTH DIGHTON	MA	2764
246 LEWIS RD	4214-93-1116-0000	MERRITT JASON CASSIUS	246 LEWIS RD	HAMPSTEAD	NC	28443
278 LEWIS RD	4214-93-2043-0000	HUMPHREYS CHRISTOPHER S	278 LEWIS ROAD	HAMPSTEAD	NC	28443
216 MOORES LANDING RD	4214-93-8927-0000	HELMS JAMES M	216 MOORES LANDING RD	HAMPSTEAD	NC	28443
230 MOORES LANDING RD	4214-93-9836-0000	JONATHAN WHITNEY	230 MOORES LANDING RD	HAMPSTEAD	NC	28443
192 MOORES LANDING RD	4214-94-7035-0000	GUNN DAVID L	192 MOORES LANDING RD	HAMPSTEAD	NC	28443
668 LEWIS RD SW	4224-01-0772-0000	LEWIS GLENN M	668 LEWIS RD SW	HAMPSTEAD	NC	28443
615 LEWIS RD SW	4224-01-2833-0000	SEABOLT DORIS ANN	5126 RUSSELL ROAD	DURHAM	NC	27712
	4224-01-3998-0000	PECAN GROVE PLANTATION HOA INC	C/O CENTURY 21	WILMINGTON	NC	28403
611 LEWIS RD SW	4224-01-5833-0000	PECAN GROVE PLANTATION HOA INC	C/O CENTURY 21	WILMINGTON	NC	28403
579 LEWIS RD	4224-01-6909-0000	SLOOP POINT MARINA OWNERS ASSOCIATION IN	6331 OLEANDER DR	WILMINGTON	NC	28403
	4224-02-0107-0000	STATE OF NORTH CAROLINA	1321 MAIL SERVICE CENTER	RALEIGH	NC	27699
143 LEWIS RD	4224-02-0810-0000	LEWIS MARK	668 LEWIS RD	HAMPSTEAD	NC	28443
	4224-02-3886-0000	LEWIS MARK L	112 MCVICOR ST	SNEADS FERRY	NC	28460
	4224-02-5586-0000	MAGRINI JONATHAN	477 MOORES LANDING ROAD	HAMPSTEAD	NC	28443
430 MOORES LANDING RD	4224-02-5990-0000	LEWIS MARK L	112 MCVICOR ST	SNEADS FERRY	NC	28460
	4224-02-6672-0000	MAGRINI JONATHAN	477 MOORES LANDING ROAD	HAMPSTEAD	NC	28443

	4224-02-7017-0000	LEWIS GLENN MATTHEW	585 LEWIS RD	HAMPSTEAD	NC	28443
LEWIS RD	4224-02-7174-0000	LEWIS MARK M	405 LEWIS RD	HAMPSTEAD	NC	28443
653 MOORES LANDING RD	4224-02-7345-0000	MELTON STERLING RAY JR	1635 PATSY LANE	WILMINGTON	NC	28405
626 MOORES LANDING RD	4224-02-7669-0000	HARBIN GRADY LON II	'626 MOORE"S LANDING RD'	HAMPSTEAD	NC	28443
	4224-02-7948-0000	RIVENBARK STEPHANIE ANN	494 MOORES LANDING RD	HAMPSTEAD	NC	28443
494 MOORES LANDING RD	4224-02-7991-0000	RIVENBARK STEPHANIE ANN	494 MOORES LANDING RD	HAMPSTEAD	NC	28443
643 MOORES LANDING RD	4224-02-8257-0000	MELTON STERLING RAY JR	1635 PATSY LANE	WILMINGTON	NC	28405
	4224-02-8744-0000	BAXLEY RONALD LEE	494 MOORES LANDING RD	HAMPSTEAD	NC	28443
611 MOORES LANDING RD	4224-02-9396-0000	TROUTMAN DAVID L	611 MOORES LANDING ROAD	HAMPSTEAD	NC	28443
599 MOORES LANDING RD	4224-02-9597-0000	JONES JEFFREY EARL ET AL	581 MOORES LANDING RD	HAMPSTEAD	NC	28443
586 MOORES LANDING RD	4224-02-9821-0000	PORTER SAMUEL COLE	'585 MOORE"S LANDING RD'	HAMPSTEAD	NC	28443
268 MOORES LANDING RD	4224-03-0774-0000	'O"BRIEN EDWARD ET AL'	567 AIREDALE TRL	GARNER	NC	27529
	4224-03-1386-0000	LEWIS MARK L	112 MCVICOR STREET	SNEADS FERRY	NC	28460
280 MOORES LANDING RD	4224-03-1645-0000	NICOLE LYNN COLLEY	280 MOORES LANDING RD	HAMPSTEAD	NC	28443
	4224-03-2394-0000	LEWIS MARK L	112 MCVICOR ST	SNEADS FERRY	NC	28460
308 MOORES LANDING RD	4224-03-2527-0000	HAMMONDS JAMES W JR	308 MOORES LANDING RD	HAMPSTEAD	NC	28443
344 MOORES LANDING RD	4224-03-3408-0000	HILL HERMAN	2162 HAWTHORNE LN	BURLINGTON	NC	27215
354 MOORES LANDING RD	4224-03-3462-0000	MILLIS DAVID K & ELIZABETH	354 MOORES LANDING RD	HAMPSTEAD	NC	28443
	4224-03-4268-0000	LEWIS MARK L	112 MCVICOR ST	SNEADS FERRY	NC	28460
410 MOORES LANDING RD	4224-03-5138-0000	WESTFIELD PETER M	9 STARLIGHT DR	NORWALK	CT	06851
452 MOORES LANDING RD	4224-03-6078-0000	CLEWIS ANTHONY R	452 MOORES LANDING RD	HAMPSTEAD	NC	28443
581 MOORES LANDING RD	4224-12-1443-0000	MARTIN ROBERT J TRUSTEE	2056 DEER ISLAND LANE	WILMINGTON	NC	28405
573 MOORES LANDING RD	4224-12-1625-0000	PORTER SAMUEL COLE TRUSTEE	585 MOORES LANDING ROAD	HAMPSTEAD	NC	28443
585 MOORES LANDING RD	4224-12-2394-0000	PORTER SAMUEL COLE TRUSTEE	585 MOORES LANDING ROAD	HAMPSTEAD	NC	28443
0 MOORES LANDING RD OFF	4224-12-3423-0000	PORTER SAMUEL COLE TRUSTEE	585 MOORES LANDING ROAD	HAMPSTEAD	NC	28443

PARAMOUNTE
ENGINEERING, INC.

September 29, 2023

RE: Community Meeting for a Conditional Rezoning by Lewis Landing, LLC

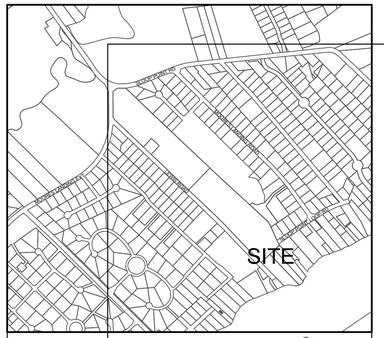
Lewis Landing, LLC & Paramounte Engineering, Inc. invite you to an open house style community meeting regarding a proposed conditional rezoning application that would allow for an expansion to the existing dry stack boat storage operation located at 579 Lewis Road. You are receiving this invitation because Pender County GIS records indicate you own property adjacent to the subject site. The meeting will be held on Monday, October 9, 2023, from 3:30-5:00pm at the Pender County Hampstead Annex, 15060 US Highway 17, Hampstead, NC 28443.

The subject property consists of 6.8 acres of land located at the end of Lewis Road adjacent to the Intracoastal Waterway, identified as Pender County tax parcels 4224-01-6909-0000, 4224-02-7017-000, 4224-02-7174-000, and a portion of tax parcel 4224-02-0810-0000. The site is currently being used for dry stack and outdoor boat storage. The proposed conditional rezoning would allow for additional dry stacks to be installed on the site, and for the existing ships store to be converted into a restaurant. Please reference the enclosed concept plan for more information.

We look forward to you joining us on October 9, 2023, to find out more about the proposed rezoning. For those that cannot attend, but want to learn about the project, please contact Brad Schuler with Paramounte Engineering, Inc. for information at bschuler@paramounte-eng.com.

Community Meeting Date, Time, and Location:
Meeting Time: Drop-in between 3:30-5:00 PM on Monday, October 9th
Meeting Location: Pender County Hampstead Annex
15060 US Highway 17, Hampstead, NC 28443

122 CINEMA DRIVE, WILMINGTON, NC 28403
PH: (910) 791-6707 FAX: (910) 791-6760



VICINITY MAP
SCALE: 1" = 1,000'

SITE INFORMATION

PROJECT ADDRESS:	535 LEWIS ROAD HAMPSTEAD, NC 28443
PARCEL ID:	4224-01-6909-0000 4224-02-0810-0000 4424-02-7017-0000 4224-02-7174-0000
PROPERTY OWNER:	LEWIS, MARK 668 LEWIS ROAD HAMPSTEAD, NC 28443 LEWIS, GLENN MATTHEW 585 LEWIS ROAD HAMPSTEAD, NC 28443
CURRENT ZONING:	CONDITIONAL GB RP (RESIDENTIAL PERFORMANCE)
PROPOSED ZONING:	CONDITIONAL GB
TOTAL SITE AREA:	±6.80 ACRES OR 296,084 SF
PROPOSED USES:	DRY STACK STORAGE RETAIL RESTAURANT OFFICE BOAT SALES BOAT SERVICE
FLOOD INFORMATION:	PORTIONS OF THIS SITE ARE LOCATED IN SPECIAL FLOOD HAZARD AREAS AE (BFE 8 FT & 9 FT) AND VE (BFE 10) BY FEMA FLOOD PANEL 3720422400J, BEARING AN EFFECTIVE DATE OF FEBRUARY 16, 2007

DIMENSIONAL STANDARDS

MINIMUM SETBACKS*

FRONT:	114'
SIDE:	64'
REAR:	64'

*SETBACKS INCLUDE 14 ADDITIONAL FEET TO ACCOUNT FOR INCREASED BUILDING HEIGHT

HEIGHT*
MAXIMUM BUILDING HEIGHT: 42'

*PER SECTION 5.3.12.F.1.B OF THE UDO, STRUCTURES BETWEEN 36' TO 50' IN HEIGHT SHALL BE SETBACK AN ADDITIONAL TWO (2) FEET PER ONE (1) FOOT OVER 35'.

PARKING

REQUIRED PARKING
RESTAURANT: 16 SPACES (1 SPACE PER 100 SF @ 1,644 SF)
OFFICE: 10 SPACES (1 SPACE PER 300 SF @ 3,100 SF)
RETAIL: 7 SPACES (1 SPACE PER 225 SF @ 1,644 SF)
DRY STACK STORAGE: N/A

TOTAL REQUIRED: 26 SPACES
TOTAL PROVIDED: 109 (83 SPACES PROVIDED FOR THE DRY STACK STORAGE)

TRIP GENERATION

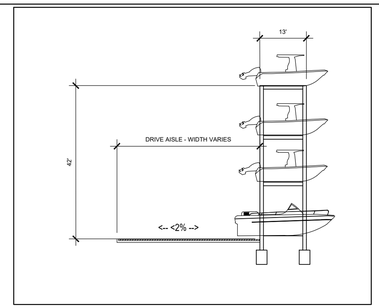
TRIP GENERATION UNDER REVIEW.

UTILITIES

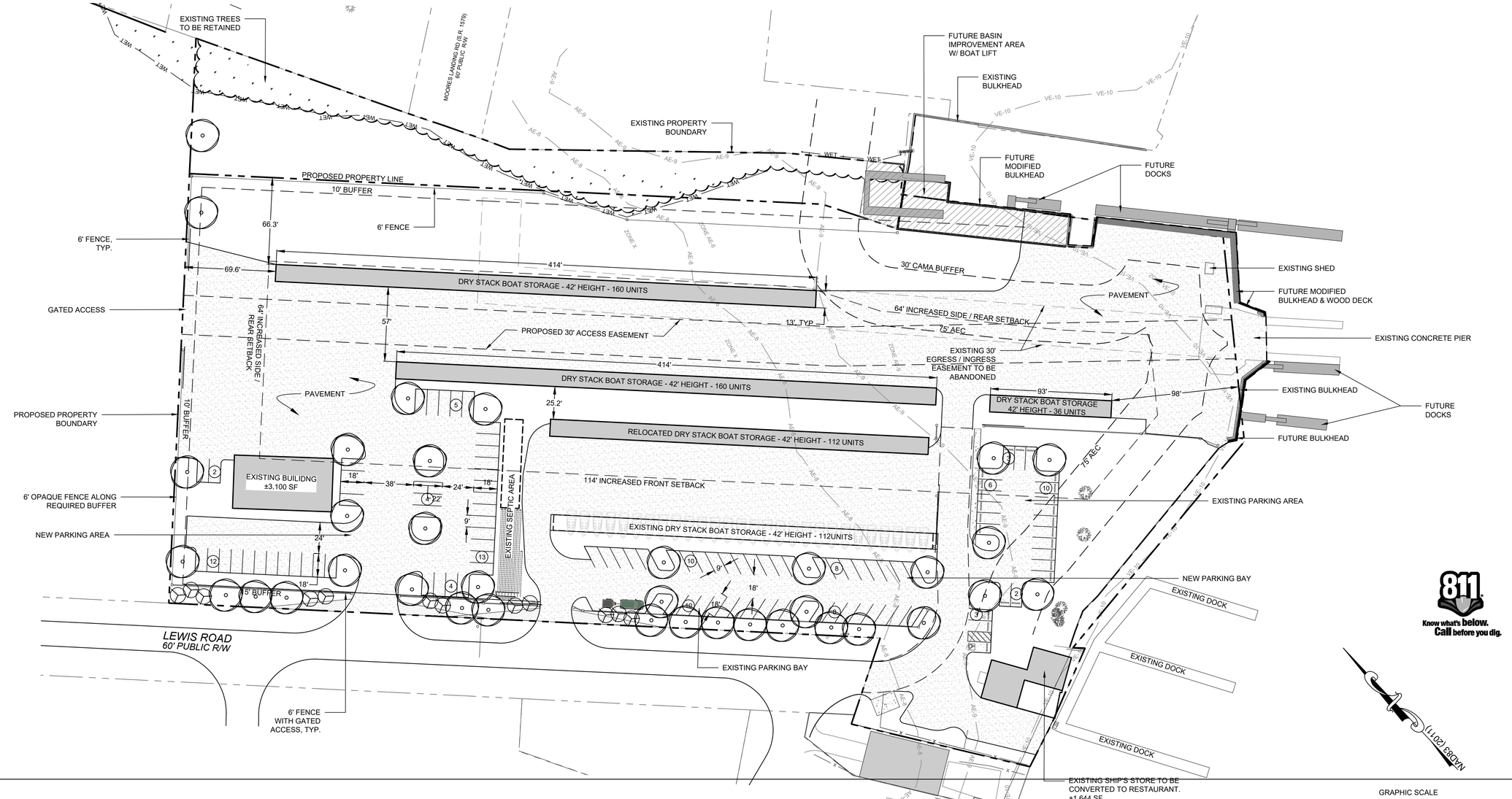
WATER AND SEWER SERVICES WILL BE PROVIDED BY PRIVATE WELL AND SEPTIC.

FLOODPLAIN INFORMATION

PORTION OF THIS SITE ARE LOCATED IN SPECIAL FLOOD HAZARD AREAS AE AND VE AS SHOWN ON FEMA MAP 3720422400J BEARING AN EFFECTIVE DATE DATE OF FEBRUARY 16, 2007.



BOAT RACK SECTION ELEVATION
NTS



PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION

REVISIONS:

CLIENT INFORMATION:

OFF THE HOOK YACHTS
1701 JEL WADE DRIVE
WILMINGTON, NC 28401

PARAMOUNTE ENGINEERING, PLLC
122 Greenfield Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SITE PLAN

LEWIS TRACT DRY STACK
535 LEWIS ROAD
PENDER COUNTY, NC 28443

PROJECT STATUS
CONCEPTUAL LAYOUT:
PRELIMINARY LAYOUT:
FINAL DESIGN:
RELEASED FOR CONST:

DRAWING INFORMATION
DATE: 08/31/23
SCALE: 1" = 40'
DESIGNED: BWS
DRAWN: BWS
CHECKED: TGC

SEAL

C-2.0

PEI JOB#: 23120.PE

Lewis Tract Dry Stack – Community Meeting

October 9, 2023

	Name	Address	Phone Number	Email Address
	Kurt Hess	94 W, Brenda Lee Dr. Hampstead NC 28443	910-777-4250	Kurt.w.hess@gmail.com
	Beth Lewis	408 Lewis RD- Hampstead NC	910-200-5097	BethLewis1962@gmail.com
	Grady Harbin	626 Moores Landing Rd Hampstead	336-587-8237	gl.harbin@yahoo.com
	Larry & Norma Troutman	611 Moores Landing Rd	910-612-4880 910-512-3123	Norma+1@Charter.Net
	MATTHEW PAYNE DANIELLE C-PAYNE	296 LEWIS RD	910 742 5448 484-467 4518	THEFISHERMAN123@YAHOO
	Ray Melton	643 Moores Landing	910-619-3694	Carolinaacoustic@bellsouth.net
	WALT TAYLOR	B20	804-614-0958	OTLwtaylor@gmail.com
	Jon Magrini	477 Moores Landing	919 754 7910	jonmagrini@gmail.com
	Jessica Sasser DON SASSER	345 Twin Oaks Dr.	252-412-4985 252-412-2367	jsasser16@gmail.com dnsasser@gmail.com
	DAN Ogden BETH Ogden	363 TWIN OAKS DR	(910) 443-4373	ogdenfinancialgroup@gmail.com

Lewis Tract Dry Stack – Community Meeting

October 9, 2023

	Name	Address	Phone Number	Email Address
	Cole Porter	585 Moores Landing Rd	(910) 231-0345	[redacted]. SCPorter@SBCGlobal.net